COUNTY GOVERNMENT OF BUSIA

P.O. BOX PRIVATE BAG – 50400
BUSIA, KENYA
COUNTY TREASURY

BUSIA COUNTY
P O BOX PRIVATE BAG
BUSIA
TENDER DOCUMENT FOR

TENDERER DETAILS: SUPPLY, INSTALLATION, CUSTOMIZATION, TESTING AND MAINTENANCE OF AN INTEGRATED REVENUE COLLECTION AND HOSPITAL MANAGEMENT INFORMATION SYSTEM

TENDER NO: BSA/CG/FICT/01/2022/2023

IFMIS NEGOTIATION NUMBER: 1247830

INVITATION TO TENDER (ITT)
PROCURING ENTITY: *COUNTY GOVERNMENT OF BUSIA* **CONTRACT NAME AND DESCRIPTION:**
BSA/CG/FICT/01/2022/2023; **Supply, Installation, Customization, Testing And Maintenance Of An Integrated Revenue Collection And Hospital Management Information System**

1. The *County Government of Busia* invites sealed tenders for Supply, Delivery, Installation, Customization And Commissioning Of An Integrated Revenue Collection And Hospital Information Management System

2. Tendering will be conducted under open competitive method National using a standardized tender document. Tendering is open to all eligible, qualified and interested Tenderers.

3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents from the PPIP Portal

4. A complete set of tender documents may be obtained electronically from the PPIP Portal (www.tenders.go.ke . Tender documents obtained electronically will be free of charge. Tenderers downloading documents from a designated Website shall advise the Procurement Entity that they have downloaded the tender documents, giving full contact addresses of the tenderer (*email, telephone number and postal address*).

5. Tender documents may be viewed and downloaded for free from the website www.tenders.go.ke .

6. All Tenders must be accompanied by a Bid Bond of **KSH 1,000,000** *from a reputable bank.*

7. Completed tenders must be submitted through the IFMIS SUPPLIER PORTAL (www.supplier.treasury.go.ke) **ON OR BEFORE 10TH MAY, 2023 AT 10AM**

8. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.

9. Late tenders will be rejected.

10. The addresses referred to above are:

    A.   **Address for obtaining further information**
        1)   COUNTY GOVERNMENT OF BUSIA
        2)   BUSIA, BSA-KSM, GOVERNOR'S OFFICE, 1ST FLOOR, ROOM 47
        3)   PRIVATE BAG, BUSIA K

    B.   **Address for Submission of Tenders.**
        1)   Tenders to be submitted online, through the IFMIS SUPPLIER PORTAL

C. Address for Opening of Tenders.

    1) COUNTY GOVERNMENT OF BUSIA

    2) BUSIA, BSA-KSM ROAD, GOVERNOR'S OFFICE, GROUND FLOOR, COUNTY BOARDROOM

ACCOUNTING OFFICER

COUNTY GOVERNMENT OF BUSIA

PART 1 - TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS (ITT)

Section I - Instructions to Tenderers

A. GENERAL

1. Scope of Tender

The Procuring Entity, as indicated **in the TDS**, issues this tendering document for the **supply, installation, customization, testing and maintenance of an integrated revenue collection and hospital management information system** as specified in Section V, Procuring Entity's Requirements. The name, identification and number of lots (contracts) of this ITT are specified **in the TDS.**

2. Definitions

2.1 Unless otherwise stated, throughout this tendering document definitions and interpretations shall be as prescribed in the Section VI, General Conditions of Contract.

2.3 Throughout this tendering document:
- a) The term "in writing" means communicated in written form (e.g., by mail, e-mail, fax, including if specified in the **TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
- b) If the context so requires, "singular" means "plural" and vice versa; and
- c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.
- d) "Information System" shall carry the same meaning as "Information Technology".

3. Fraud and Corruption

3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 "Declaration not to engage in corruption". The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/ or civil sanctions may be imposed. To this effect, Tenderers shall be required to complete and sign the "Certificate of Independent Tender Determination" annexed to the Form of Tender.

3.3 Unfair Competitive Advantage -Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. The Procuring Entity shall indicate in the TDS firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

3.4 Tenderers shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

4 Eligible Tenderers

4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter in to such an agreement supported by a Form of Intent. Public employees and their close relatives *(spouses, children, brothers, sisters and uncles and aunts)* are not eligible to participate in the tender. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the contract in accordance with the

Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS.**

4.2   Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms / organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

4.3   A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:

   a.   Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or

   b.   Receives or has received any direct or indirect subsidy from another Tenderer; or

   c.   Has the same legal representative as another Tenderer; or

   d.   Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or

   e.   Any of its affiliates participates as a consultant in the preparation of the design or technical specifications of the Information System that are the subject of the Tender; or

   f.   Or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity as Project Manager for the Contract implementation; or

   g.   Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDSITT2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

   h.   Has a close business or family relationship with a professional staff of the Procuring Entity who: -

      i.   Are directly or in directly involved in the preparation of the tendering document or specifications of the Contract, and/ or the Tender evaluation process of such Contract. or

      ii.   Would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.

4.4   A firm that is a Tenderer (either individually or as a JV member) shall not participate as a Tenderer or as JV member in more than one Tender except for permitted alternative Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. However, this does not limit the participation of a Tenderer as subcontractor in another Tender or of a firm as a subcontractor in more than one Tender.

4.5   A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case maybe. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub- consultants for any part of the Contract including related Services.

4.6   A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.

4.7   Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Procuring Entity.

4.8   Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or

entity in that country.

4.9 The Procuring Entity may require tenderers to be registered with certain authorities in Kenya. Such registration shall be defined in the **TDS**, but care must be taken to ensure such registration requirement does not discourage competition, nor exclude competent tenderers. Registration shall not be a condition for tender, but where a selected tenderer is not so registered, the tenderer shall be given opportunity to register before signing of the contract.

4.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in "SECTION III- EVALUATION AND QUALIFICATION CRITERIA, Item 9".

4.11 Pursuant to the eligibility requirements of ITT 4.11, a tenderer is considered a foreign tenderer, if it is registered in Kenya, has less than 51 percent ownership by nationals of Kenya and if it does not subcontract foreign contractors more than 10 percent of the contract price, excluding provisional sums. JVs are considered as foreign tenderers if the individual member firms are registered in Kenya have less than 51 percent ownership by nationals of Kenya. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.

4.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke

4.13 Tenderers shall be considered ineligible for procurement if they offer goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment.

4.14 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

5   Eligible Goods and Services

5.1 The Information Systems to be supplied under the Contract may have their origin in any eligible country.

5.2 For the purposes of this tendering document, the term "Information System" means all:
   i.   the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to **supply, installation, customization, testing and maintenance of an integrated revenue collection and hospital management information system** under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and made operational; and
   ii.   the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Tenderer and as specified in the Contract.

5.3 For purposes of ITT 5.1 above, "origin" means the place where the goods and services making the Information System are produced in or supplied from. An Information System is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

5.4 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement under this Act.

B. CONTENTS OF TENDERING DOCUMENT

6 Sections of Tendering Document

PART 1 - Tendering Procedures

Section I - Instructions to Tenderers (ITT)

Section II - Tender Data Sheet (TDS)

Section III - Evaluation and Qualification Criteria

Section IV - Tendering Forms

PART 2 - Procuring Entity's Requirements

Section V - Requirements of the Information Systems

Section VI - Technical Requirements

Section VII - Implementation Schedule

Section VIII - System Inventory Tables

Section IX - Background and Informational Materials

PART 3 - Contract

Section X - General Conditions of Contract

Section XII - Special Conditions of Contract

Section XIII - Contract Forms

6.1 The Invitation to Tender Notice issued by the Procuring Entity is not part of this tendering document.

6.2 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

6.3 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

7 Site Visit

7.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering in to a contract for the Services. The costs of visiting the Site shall beat the Tenderer's own expense.

8 Pre-Tender Meeting and a pre- arranged pretender visit of the site of the works

8.1 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pretender visit of the site of the works will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.

8.3 Minutes of the pre-Tender meeting and the pre-arranged pre-tender visit of the site of the works, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.

8.4 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pre-tender visit of the site of the works at the web page identified **in the TDS**. Any

modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9 Clarification of Tender Documents

9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting and the pre- arranged pretender visit of the site of the works if provided for in accordance with ITT 8.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the TDS prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification resulting changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 10.

10 Amendment of Tendering Document

10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.

10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's webpage in accordance with ITT 8.1.

10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 24.2 below.

C. PREPARATION OF TENDERS

11 Cost of Tendering

11.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

12 Language of Tender

12.1 The Tender, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Procuring Entity, shall be written in the English language**.** Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

13 Documents Comprising the Tender

13.1 The Tender submitted by the Tenderer shall comprise the following:
   a. **Form of Tender** prepared in accordance with ITT 14;
   b. **Price Schedules** completed in accordance with ITT 14 and ITT 16;
   c. **Tender Security or Tender-Securing Declaration** in accordance with ITT 22;
   d. **Alternative Tender:** if permissible, in accordance with ITT 15;
   e. **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 23.3;
   f. **Eligibility of Information System:** documentary evidence established in accordance with ITT 16.1 that the Information System offered by the Tenderer in its Tender or in any alternative Tender, if permitted, are eligible;

g. **Tenderer's Eligibility:** documentary evidence in accordance with ITT 17 establishing the Tenderer's eligibility and qualifications to perform the contract if its Tender is accepted;

h. **Conformity:** documentary evidence established in accordance with ITT 18 that the Information System offered by the Tenderer conform to the tendering document;

i. **Subcontractors:** list of subcontractors, in accordance with ITT 18.4;

j. **Intellectual Property**: a list of: Intellectual Property as defined in GCC Clause 15;

    i) All Software included in the Tender, assigning each item to one of the software categories defined in GCC Clause1.1(C):

        a. System, General Purpose, and Application Software; or

        b. Standard and Custom Software;

    iii. All Custom Materials, as defined in GCCClause1.1(c), included in the Tender;

    All Materials not identified as Custom Materials shall be deemed Standard Materials, as defined in GCC Clause 1.1 (c); Re-assignments among the Software and Materials categories, if necessary, will be made during the implementation of the Contract according to GCC Clause 39 (Changes to the Information System); and

k. Any other document required **in the TDS.**

13.2 In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members indicating at least the parts of the Information System to be executed by the respective members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the information System to be executed by the respective members.

13.1 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender. The Tenderer shall serialize page so fall tender documents submitted.

14 Form of Tender and Price Schedules

14.1 The Tenderer shall complete the Form of Tender, including the appropriate Price Schedules, using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 21.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize all pages of the tender documents submitted.

15 Alternative Tenders

15.1 The TDS indicates whether alternative Tenders are allowed. If they are allowed, the **TDS** will also indicate whether they are permitted in accordance with ITT 13.3, or invited in accordance with ITT 13.2 and/or ITT 13.4.

15.2 When alternatives to the Time Schedule are explicitly invited, a statement to that effect will be included **in the TDS**, and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.

15.1 Except as provided under ITT 15.4 below, Tenderers wishing to offer technical alternatives to the Procuring Entity's requirements as described in the tendering document must also provide: (i) a price at which they are prepared to offer an Information System meeting the Procuring Entity's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

15.4 When Tenderers are invited **in the TDS** to submit alternative technical solutions for specified parts of the system, such parts shall be described in Section V, Procuring Entity's Requirements. Technical alternatives that comply with the performance and technical criteria specified for the Information System shall be considered by the Procuring Entity on their own merits, pursuant to ITT 35.

16   Documents Establishing the Eligibility of the Information System

16.1   To establish the eligibility of the Information System in accordance with ITT 5, Tenderers shall complete the country-of-origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.

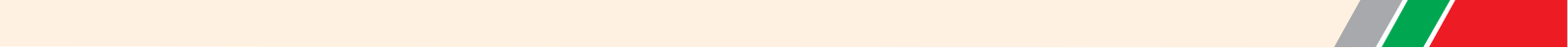**17   Documents Establishing the Eligibility and Qualifications of the Tenderer**

17..1 To establish its eligibility and qualifications to perform the Contracting accordance with Section III, Evaluation and Qualification Criteria, the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tendering Forms.

17.1   In the event that pre-qualification of potential Tenderers has been undertaken as stated **in the TDS**, only Tenders from pre-qualified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.

17.2   Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, <u>a particular contractor or group of contractors</u> qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.

17.3   The purpose of the information described in ITT 15.1 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

17.4   The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control, any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

17.5   All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

17.6   If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

17.7   If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
   a.   If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
   b.   If the contract has been awarded to that tenderer, the contract award will be set aside,
   c.   the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

17.8   If a tenderer submits information pursuant to these requirements that is in complete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

18   Documents Establishing Conformity of the Information System

18.1   Pursuant to ITT 11.1(h), the Tenderer shall furnish, as part of its Tender documents establishing the conformity to the tendering documents of the Information System that the Tenderer proposes to **supply, installation, customization, testing and maintenance of an integrated revenue collection and hospital management information system** under the Contract.

18.2   The documentary evidence of conformity of the Information System to the tendering documents including:

a)   Preliminary Project Plan describing, among other things, the methods by which the Tenderer will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Tenderer proposes to use. The Preliminary Project Plan must also address any other topics **specified in the TDS**. In addition, the Preliminary Project Plan should state the Tenderer's assessment of what it expects the Procuring Entity and any other party involved in the implementation of the Information System to provide during implementation and how the Tenderer proposes to coordinate the activities of all involved parties;

b)   Written confirmation that the Tenderer accepts responsibility for the successful integration and inter-operability of all components of the Information System as required by the tendering documents;

c)   An item-by-item commentary on the Procuring Entity's Technical Requirements, demonstrating the substantial responsiveness of the Information System offered to those requirements. In demonstrating responsiveness, the Tenderer is encouraged to use the Technical Responsiveness Checklist (or Checklist Format) in the Sample Tendering Forms (Section IV). The commentary shall include explicit cross-references to the relevant pages in the supporting materials included in the tender. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the tender, the item-by-item commentary shall prevail;

d)   Support material (e.g., product literature, white papers, narrative descriptions of technologies and/or technical approaches), as required and appropriate; and

e)   Any separate and enforceable contract(s) for Recurrent Cost items which the TDS ITT 17.2 required Tenderers to tender.

18.3   ReferencestobrandnamesormodelnumbersornationalorproprietarystandardsdesignatedbytheProcuring   Entity in the tendering documents are intended to be descriptive and not restrictive. Except where explicitly prohibited in the **TDS** for specific items or standards, the Tenderer may substitute alternative brand /model names or standards in its tender, provided that it demonstrates to the Procuring Entity's satisfaction that the use of the substitute(s) will result in the Information System being able to perform substantially equivalent to or better than that specified in the Technical Requirements.

18.4   For major items of the Information System as listed by the Procuring Entity in Section III, Evaluation and Qualification Criteria, which the Tenderer intends to purchase or subcontract, the Tenderer shall give details of the name and nationality of the proposed subcontractors, including manufacturers, for each of those items. In addition, the Tenderer shall include in its Tender information establishing compliance with the requirements specified by the Procuring Entity for these items. Quoted rates and prices will be deemed to apply to whichever subcontractor is appointed, and no adjustment of the rates and prices will be permitted.

18.5   The Tenderer shall be responsible for ensuring that any subcontractor proposed complies with the requirements of ITT 4, and that any goods or services to be provided by the subcontractor comply with the requirements of ITT 5 and ITT 16.1.

19   Tender Prices

19.1   All Goods and Services identified in the Supply and Installation Cost Sub-Tables in System Inventory Tables in Section VII, and all other Goods and Services proposed by the Tenderer to fulfill the requirements of the Information System, must be priced separately and summarized in the corresponding cost tables in the Sample Tendering Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below.

19.2   **Unless otherwise specified in the TDS**, the Tenderer must also tender Recurrent Cost Items specified in the Technical Requirements, Recurrent Cost Sub-Table of the System Inventory Tables in Section VII (if any). These must be priced separately and summarized in the corresponding cost table sin the Sample Tendering Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below:

a)   **If specified in the TDS,** the Tenderer must also tender separate enforceable contracts for the Recurrent Cost Items not included in the main Contract;

b) prices for Recurrent Costs are all-inclusive of the costs of necessary Goods such as spare parts, software license renewals, labor, etc., needed for the continued and proper operation of the Information System and, if appropriate, of the Tenderer's own allowance for price increases;

c) prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, defined in GCC Clause 29.4 and prices for Recurrent Costs to be incurred during the Post-Warranty Period, defined in SCC Clause 1.1. (e) (xiii), shall be quoted as Service prices on the Recurrent Cost Sub-Table in detail, and on the Recurrent Cost Summary Table in currency totals.

19.3 Unit prices must be quoted at a level of detail appropriate for calculation of any partial deliveries or partial payments under the contract, in accordance with the Implementation Schedule in Section VII), and with GCC and SCC Clause 12 – Terms of Payment. Tenderers may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables

19.4 The price of items that the Tenderer has left blank in the cost tables provided in the Sample Tender Forms (Section IV) shall be assumed to be included in the price of other items. Items omitted altogether from the cost tables shall be assumed to be omitted from the tender and, provided that the tender is substantially responsive, an adjustment to the tender price will be made during tender evaluation in accordance with ITT 31.3.

19.5 The prices for Goods components of the Information System are to be expressed and shall be defined and governed in accordance with the rules prescribed in the edition of incoterms **specified in the TDS,** as follows:

a) Goods supplied from outside Kenya:
Unless otherwise specified in the TDS, the prices shall be quoted on a CIP (named place of destination) basis, exclusive of all taxes, stamps, duties, levies, and fees imposed in Kenya. The named place of destination and special instructions for the contract of carriage are as specified in the SCC for GCC 1.1(e) (iii)**.** In quoting the price, the Tenderer shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Tenderer may obtain insurance services from any eligible source country;

b) Locally supplied Goods: Unit prices of Goods offered from within Kenya, shall be quoted on an EXW (ex- factory, ex works, ex ware house or off- the-shelf, as applicable) basis, including all customs duties, levies, fees, sales and other taxes incurred until delivery of the Goods, but excluding all VAT or sales and other taxes and duties/fees incurred for the Goods at the time of invoicing or sales transaction, if the Contract is awarded; and

c) Inland transportation.

19.6 Unless otherwise stated in the **TDS,** inland transportation, insurance and related local costs incidental to the delivery of the Goods to the designated Project Sites must be quoted separately as a Service item in accordance with ITT 17.5, whether the Goods are to be supplied locally or from outside Kenya, except when these costs are already included in the price of the Goods, as is, e.g., the case, when ITT 17.5 (a) specifies CIP, and the named places of destination are the Project Sites.

19.7 The price of Services shall be separated into their local and foreign currency components and where appropriate, broken down into unit prices. Prices must include all taxes, duties, levies and fees whatsoever, except only VAT or other indirect taxes, or stamp duties, that may be assessed and/ or apply in Kenyan /to the price of the Services invoiced to the Procuring Entity, if the Contract is awarded.

19.8 Unless otherwise specified in the **TDS**, the prices must include all costs incidental to the performance of the Services, as incurred by the Supplier, such as travel, subsistence, office support, communications, translation, printing of materials, etc. Costs incidental to the delivery of the Services but incurred by the Procuring Entity or its staff, or by third parties, must be included in the price only to the extent such obligations are made explicit in these tendering documents (as, e.g., a requirement for the Tenderer to include the travel and subsistence costs of trainees).

19.9 Unless otherwise specified in the **TDS,** prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to increases on any account. Tenders submitted that are subject to price adjustment will be rejected.

20 Currencies of Tender and Payment

20.1 The currency(ies) of the Tender and currencies of payment shall be the same. The Tenderer shall quote in Kenya shillings the portion of the Tender price that corresponds to expenditures incurred in Kenya currency, unless otherwise specified **in the TDS**.

20.2 The Tenderer may express the Tender price in any currency. If the Tenderer wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than **two foreign currencies** in addition to Kenyan currency.

21 Period of Validity of Tenders

21.1 Tenders shall remain valid for the period specified **in the TDS** after the Tender submission deadline date prescribed by the Procuring Entity in accordance with ITT 23.1. A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

21.2 exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 20.1, it shall also be extended for thirty days (30) beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 19.3.

22 Tender Security

22.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.

22.2 A Tender-Securing Declaration shall use the form included in Section IV, Tendering Forms.

22.3 If a Tender Security is specified pursuant to ITT 20.1, the tender security shall be a demand guarantee in any of the following forms at the Tenderer's option:

   a. cash;

   b. a bank guarantee;

   c. a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or

   d. a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

   e. any other form specified in the **TDS.**

If an unconditional guarantee is issued by a non-bank financial institution located outside Kenya, the issuing non-bank financial institution shall have a correspondent financial institution located in Kenya to make it enforceable unless the Procuring Entity has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required.

22.4 In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms or in another substantially similar format approved by the Procuring Entity prior to Tender submission. I neither case, the form must include the complete name of the Tenderer. The Tender Security shall be valid for thirty days (30) beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 19.2.

22.5 If a Tender Security or a Tender-Securing Declaration is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by the Procuring Entity as non-responsive.

22.6 The Tender Security shall be returned/release as promptly as possible

   a) The procurement proceedings are terminated;

   b) The procuring entity determines that none of the submitted tenders is responsive;

   c) A bidder declines to extend the tender validity.

   d) Once the successful Tenderer has signed the Contract and furnished the required Performance Security.

22.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

   a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender; or

   b) if the successful Tenderer fails to**:**

i)   sign the Contract in accordance with ITT 47; or

ii) furnish a performance security in accordance with ITT 48.

22.8   Where the Tender-Securing Declaration is executed the Procuring Entity will recommend to the PPRA to debars the Tenderer from participating in public procurement as provided in the law.

22.9   The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the tender. If the JV has not been legally constituted in to a legally enforceable JV at the time of Tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 11.2.

22.10 A tenderer shall not issue a tender security to guarantee itself.

23   Format and Signing of Tender

23.1   The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked "ALTERNATIVE". In addition, the Tenderer shall submit copies of the Tender, in the number specified **in the TDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

23.2   Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

23.3   The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified **in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

23.4   In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

23.5   Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D.   SUBMISSION AND OPENING OF TENDERS

24   Submission, Sealing and Marking of Tenders

24.1   The Tenderer shall submit dully filled, signed and stamped tender document and attachment through the IFMIS SUPPLIER PORTAL (www.supplier,treasury.go.ke

25   Deadline for Submission of Tenders

25.1   Tenders must be received by the Procuring Entity at the address and no later than the date and time indicated **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.

25.2   The Procuring Entity may, at its discretion, extend this deadline for submission of Tenders by amending the tendering documents in accordance with ITT 8, in which case all rights and obligations of the Procuring Entity and Tenderers will thereafter be subject to the deadline as extended.

26   Late Tenders

26.1   The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 23. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

27   Withdrawal, Substitution, and Modification of Tenders

27.1   A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

a)   prepared and submitted in accordance with ITT 21 and ITT 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

b)   received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT23.

27.2   Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.

27.3   No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tender sand the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

28   Tender Opening

28.1   Except as in the cases specified in ITT 24 and ITT 25.2, the Procuring Entity shall conduct the Tender opening in public, in the presence of Tenderers' designated representatives who chooses to attend, and at the address, date and time specified **in the TDS**. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1, shall be as specified **in the TDS**.

28.2   First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelopes with the corresponding Tender shall not be opened but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

28.3   Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

28.4 Envelopes marked "Modification" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening. Only Tenders that are opened and read out at Tender opening shall be considered further.

28.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and the Tender Price(s), including any discounts and alternative Tenders, and indicating whether there is a modification; the presence or absence of a Tender Security or Tender-Securing Declaration; and any other details as the Procuring Entity may consider appropriate.

28.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further in the evaluation. The Form of Tender and the Price Schedules are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified **in the TDS**.

28.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 24.1).

28.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
   a)   The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
   b)   The Tender Price, per lot if applicable, including any discounts;
   c)   Any alternative Tenders; and
   d)   The presence or absence of a Tender Security or a Tender-Securing Declaration.

28.9 The Tenderers' representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of the tender opening register shall be distributed to all Tenderers upon request.

E.   Evaluation and Comparison of Tenders

29   Confidentiality

29.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until the Notification of Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 42.

29.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender.

29.3 Not with standing ITT 27.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

30   Clarification of Tenders

30.1 To assist in the examination, evaluation, and comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT32.

30.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

31   Deviations, Reservations, and Omissions

31.1 During the evaluation of Tenders, the following definitions apply:
   a)   "Deviation" is a departure from the requirements specified in the tendering document;
   b)   "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and

c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

32 Determination of Responsiveness

32.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 11.

32.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that;

a) If accepted, would:

i) Affect in any substantial way the scope, quality, or performance of the Information System specified in the Contract; or

ii) Limit in any substantial way, in consistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the proposed Contract; or

b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

32.3 The Procuring Entity shall examine the technical aspects of the Tender in particular, to confirm that all requirements of Section V, Procuring Entity's Requirements have been met without any material deviation, reservation, or omission.

32.4 To be considered for Contract award, Tenderers must have submitted Tenders:

a) for which detailed Tender evaluation using the same standards for compliance determination as listed in ITT 29 and ITT 30.3 confirms that the Tenders are commercially and technically responsive, and include the hardware, Software, related equipment, products, Materials, and other Goods and Services components of the Information System in substantially the full required quantities for the entire Information System or, if allowed in the TDS ITT 35.8, the individual Subsystem, lot or slice Tender on; and are deemed by the Procuring Entity as commercially and technically responsive; and

b) that offer Information Technologies that are proven to perform up to the standards promised in the tender by having successfully passed the performance, benchmark, and/or functionality tests the Procuring Entity may require, pursuant to ITT 39.3.

33 Non-material Non-conformities

33.1 Provided that a Tender is substantially responsive, the Procuring Entity may waive any nonconformity in the Tender that does not constitute a material deviation, reservation or omission.

33.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non-conformities in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

33.3 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS**.

34 Correction of Arithmetical Errors

34.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in anyway by any person or entity.

34.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.

b) Any errors in the submitted tender a rising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and

c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

35   Conversion to Single Currency

35.1   For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency as specified **in the TDS**.

36   Margin of Preference and Reservations

36.1   A margin of preference on local contractors may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/ threshold specified in the Regulations.

36.2   A margin of preference shall not be allowed unless it is specified so in the **TDS**.

36.3   Contracts procured on basis of international competitive tendering shall not be subject to reservations exclusive to specific groups as provided in ITT 34.4.

36.4   Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case maybe), and who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates in the **TDS** that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

37   Evaluation of Tenders

37.1   The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Procuring Entity shall determine the Best Evaluated Tender.

37.2   To evaluate a Tender, the Procuring Entity shall consider the following:

a) Price adjustment due to discounts offered in accordance with ITT 14.4;

b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 33;

c) price adjustment due to quantifiable non material non-conformities in accordance with ITT 31.3; and

d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.

38   Preliminary Examination

38.1   The Procuring Entity will examine the tenders, to determine whether they have been properly signed, whether required sureties have been furnished, whether any computational errors have been made, whether required sure ties have been furnished and are substantially complete (e.g., not missing key parts of the tender or silent on excessively large portions of the Technical Requirements). In the case where a pre-qualification process was undertaken for the Contract (s) for which these tendering documents have been issued, the Procuring Entity will ensure that each tender is from a pre-qualified Tenderer and, in the case of a Joint Venture, that partners and structure of the Joint Venture are unchanged from those in the pre-qualification.

39   Technical Evaluation

39.1   The Procuring Entity will examine the information supplied by the Tenderers Pursuant to ITT 11 and ITT 16, and in response to other requirements in the Tendering document, considering the following factors:

a) Overall completeness and compliance with the Technical Requirements; and deviations from the Technical Requirements;

b) suitability of the Information System offered in relation to the conditions prevailing at the site; and the suitability of the implementation and other services proposed, as described in the Preliminary Project Plan included in the tender;

c) achievement of specified performance criteria by the Information System;

d) compliance with the time schedule called for by the Implementation Schedule and any alternative time schedules offered by Tenderers, as evidenced by a milestone schedule provided in the Preliminary Project Plan included in the tender;

e) type, quantity, quality, and long-term availability of maintenance services and of any critical consumable items necessary for the operation of the Information System;

f) any other relevant technical factors that the Procuring Entity deems necessary or prudent to take into consideration;

g) any proposed deviations in the tender to the contractual and technical provisions stipulated in the tendering documents.

39.2 The Procuring Entity's evaluation of tenders will consider technical factors, in addition to cost factors. The Technical Evaluation will be conducted following the Criteria specified in Section III, Evaluation and Qualification Criteria, which permits a comprehensive assessment of the technical merits of each Tender. All tenders that fail to pass this evaluation will be considered non-responsive and will not be evaluated further.

39.3 Where alternative technical solutions have been allowed in accordance with ITT 13, and offered by the Tenderer, the Procuring Entity will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.

39.4 Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

40 Financial/ Economic Evaluation

40.1 To evaluate a Tender, the Procuring Entity shall consider the following:

a) price adjustment due to unconditional discounts offered in accordance with ITT 26.8; excluding provisional sums and contingencies, if any, but including Day work items, where priced competitively.

b) Price adjustment due to quantifiable non material non-conformities in accordance with ITT 31.3;

c) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITT 33; and

d) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.

If price adjustment is allowed in accordance with ITT 17.9, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

40.1 The Procuring Entity will evaluate and compare the Tenders that have been determined to be substantially responsive, pursuant to ITT 35.4. The evaluation will be performed assuming either that:

a) The Contract will be awarded to the Lowest Evaluated Tender for the entire Information System; or

b) if specified **in the TDS**, Contracts will be awarded to the Tenderers for each individual Subsystem, lot, or slice if so defined in the Technical Requirements whose Tenders result in the Lowest Evaluated Tender/ Tenders for the entire System.

In the latter case, discounts that are conditional on the award of more than one Subsystem, lot, or slice may be offered in Tenders. Such discounts will be considered in the evaluation of tenders as specified **in the TDS**.

41 Comparison of Tenders

41.1 The Procuring Entity shall compare all substantially responsive Tenders in accordance with ITT 35.6 to

determine the lowest evaluated cost.

42   Abnormally Low Tenders and Abnormally High Tenders

42.1   An Abnormally Low Tender is one where the Tender price in combination with other constituent elements of the Tender appears unreasonably low to the extent that the Tender price raises material concerns as to the capability of the Tenderer to perform the Contract for the offered Tender Price or that genuine competition between Tenderers is compromised.

42.2   In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

42.3   After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Abnormally High Tenders

42.4   An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

42.5   In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

   a.   If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.

   b.   If specifications, scope of work and/ or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

42.6   If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

43   Unbalanced or Front-Loaded Tenders

43.1   If the Tender that is evaluated as the lowest evaluated cost is, in the Procuring Entity's opinion, seriously unbalanced or front loaded the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Tender prices with the scope of information systems, installations, proposed methodology, schedule and any other requirements of the tendering document.

43.2   After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may: -

   a)   Accept the Tender; or

   b)   If appropriate, require that the total amount of the Performance Security be increased, at the expense of the Tenderer, to a level not exceeding twenty percent (20%) of the Contract Price; or

   c)   Reject the Tender.

44   Eligibility and Qualification of the Tenderer

44.1   The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

44.2   The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 15.

44.3   Unless otherwise specified in the **TDS,** the Procuring Entity will NOT carry out tests at the time of post-qualification, to determine that the performance or functionality of the Information System offered meets those stated in the Technical Requirements. However, if so specified in the **TDS** the Procuring Entity may carry out such tests as detailed in the **TDS**.

44.4   An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the next lowest evaluated cost or best evaluated Tender, as the case may be, to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

44.5   The capabilities of the manufacturers and subcontractors proposed by the Tenderer that is determined to have offered the Best Evaluated Tender for identified major items of supply or services will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a Form of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Tender will not be rejected, but the Tenderer will be required to substitute an acceptable manufacturer or subcontractor without any change to the Tender price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.

44.6   Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in *"SECTIONIII- EVALUATION AND QUALIFICATION CRITERIA.*

45   Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders

45.1   The Procuring Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without there by incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F.   AWARD OF CONTRACT

46   Award Criteria

46.1   Subject to ITT 40, the Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest/ best Evaluated Tender. The determination of the lowest/ Best Evaluated Tender will be made in accordance to one of the two options as defined in the **TDS**. The methodology options are:

The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender

a)   When **rated criteria are used**: The Tenderer that meets the qualification criteria and whose Tender:

    i)   Is substantially responsive; and

    ii)   Is the Best Evaluated Tender (i.e. the Tender with the highest combined technical/ quality/ price score); or

b)   When **rated criteria are not used**: The Tenderer that meets the qualification criteria and whose Tender has been determined to be:

    i)   Most responsive to the tendering document; and

    ii)   The lowest evaluated cost.

47   Procuring Entity's Right to Vary Quantities at Time of Award

47.1   The Procuring Entity reserves the right at the time of Contract award to increase or decrease, by the percentage (s) for items as indicated **in the TDS.**

48   Notice of Intention to enter into a Contract/ Notification of award

48.1   Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract/ Notification of award to all tenderers which shall contain, at a minimum, the following information:

   a)   The name and address of the Tenderer submitting the successful tender;

   b)   The Contract price of the successful tender;

   c)   a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;

   d)   the expiry date of the Standstill Period; and

   e)   instructions on how to request a debriefing and/ or submit a complaint during the standstill period;

49   Standstill Period

49.1   The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

49.2   Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

50   Debriefing by the Procuring Entity

50.1   On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

50.2   Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

51   Letter of Award

51.1   Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT44.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21days of the date of the letter.

52   Signing of Contract

52.1   Upon the expiry of the fourteen days of the Notification of Intention to enter in to contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

52.2   Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

52.3   The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

52.4   Notwithstanding ITT 47.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Procuring Entity, to Kenya, or to the use of the Information System to be supplied, where such export restrictions arise from trade regulations from a country supplying those Information System, the Tenderer shall not be bound by its Tender, provided that the Tenderer can demonstrate that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Tenderer in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the Information System under the terms of the Contract.

53   Performance Security

53.1   Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer shall furnish the performance security in accordance with the General Conditions, subject to ITT38.2 (b), using for that purpose the Performance Security Form included in Section X, Contract

Forms, or another form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a Performance Security shall have a correspondent financial institution located in Kenya.

53.2   Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

49   Publication of Procurement Contract

Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:
a)   Name and address of the Procuring Entity;
b)   Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
c)   The name of the successful Tenderer, the final total contract price, the contract duration.
d)   Dates of signature, commencement and completion of contract;
e)   Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

50.   Adjudicator

50.1   Unless **the TDS** states otherwise, the Procuring Entity proposes that the person named **in the TDS** be appointed as Adjudicator under the Contract to assume the role of informal Contract dispute mediator, as described in GCC Clause 43.1. In this case, a résumé of the named person is attached to the TDS. The proposed hourly fee for the Adjudicator is specified in the TDS. The expenses that would be considered reimbursable to the Adjudicator are also specified **in the TDS**. If a Tenderer does not accept the Adjudicator proposed by the Procuring Entity, it should state its non-acceptance in its Tender Form and make a counter proposal of an Adjudicator and an hourly fee, attaching résumé of the alternative. If the successful Tenderer and the Adjudicator nominated **in the TDS** happen to be from the same country, and this is not Kenya too, the Procuring Entity reserves the right to cancel the Adjudicator nominated **in the TDS** and propose a new one. If by the day the Contract is signed, the Procuring Entity and the successful Tenderer have not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed, at the request of either party, by the Appointing Authority specified in the SCC clause relating to GCC Clause 43.1.4, or if no Appointing Authority is specified there, the Contract will be implemented without an Adjudicator.

51.   Procurement Related Complaints and Administrative Review

51.1The procedures for making a Procurement-related Complaint are as specified in the **TDS.**

51.2A request for administrative review shall be made in the form provided under contract forms.

SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Information System to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	The reference number of the Request for Tenders is: *BSA/CG/FICT/01/2022/2023* The Procuring Entity is: *COUNTY GOVERNMENT OF BUSIA* The name of the ITT is: *supply, installation, customization, testing and maintenance of an integrated revenue collection and hospital* **management** *information system* The number and identification of lots (contracts) comprising this ITT is: **N/A___**
ITT 2.3 (a)	**Electronic – Procurement System** The Procuring Entity shall use the following electronic-procurement system to manage this procurement process: **IFMIS AND PPIP PORTALS** The electronic-procurement system shall be used to manage the following aspects of the Procurement process: *TENDER ISSUING, SUBMISSION, OPENING AND EVALUATION*
ITT 3.3	The firms (if any) that provided consulting services for the contract being tendered for are _____
ITT 4.1	Maximum number of members in the JV shall be: *[insert a number]* _____
ITT 4.9	The Procuring Entity may require tenderers to be registered with **CCK** _____
	B. Tendering Document
ITT 8.1	For **Clarification of Tender purposes** only, the Procuring Entity's address is: Attention: *DIRECTOR, SUPPLY CHAIN MANAGEMENT SERVICES* Address: *PRIVATE BAG BUSIA* Floor/ Room number*: 1ST FLOOR, ROOM 47* City:*] BUSIA* Country: KENYA Telephone: *0726147052* Requests for clarification should be received by the Procuring Entity no later than: *3 DAYS FROM THE DATE OF TENDER CLOSING WHICH IS 10TH MAY, 2023 AT 10AM*
ITT 8.2	Web page: *PPIP (www.tenders.go.ke* _____
ITT 8.4	A Pre-Tender meeting *shall* take place at the following date, time and place: Date: __ Tuesday 02nd May, 2023 and 08th May,2023___ Time: ___1000hrs to 1500hours___ Place: ___Busia Referral Hospital, Malaba Border and Busia Border___ Bidders will pick certified site survey forms at the county headquarters ground floor room number 22 before proceeding for site survey with designated officers.
ITT 9.1	The Procuring Entity shall publish its response at the website PUBLIC PROCUREMENT INFORMATION PORTAL
	C. Preparation of Tenders

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 13.1 (k)	The Tenderer shall submit with its Tender the following additional documents: **AS PER THE EVALUATION CRITERIA** _____
ITT 15.1	Alternative Tenders are not permitted.
ITT 15.2	Alternatives to the Time Schedule NOT permitted.
ITT 15.4	Alternative technical solutions shall NOT be permitted for the following parts of the Information System: ***Supply, installation, customization, testing and maintenance of an integrated revenue collection and hospital management information system*** as further detailed in the Specification. If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.
ITT 17.2	Prequalification _***has not*** been undertaken.
ITT 18.2 (a)	In addition to the topics described in ITT Clause 16.2 (a), the Preliminary Project Plan must address the following topics: [*modify as appropriate]:*)***Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format);*** i) ***Implementation Sub-Plan;*** ii) ***Training Sub-Plan;*** v) ***Testing and Quality Assurance Sub-Plan;*** y) ***Warranty Defect Repair and Technical Support Service Sub-Plan***
ITT 18.3	In the interest of effective integration, cost-effective technical support, and reduced re-training and staffing costs, Tenderers are required to offer specific brand names and models for the following limited number of specific items: _____ _____ [*as appropriate, state "none" or list brand-name items and references to the Technical Requirements where the items are detailed]*
ITT 19.2	The Tenderer *must* tender Recurrent Cost Items
ITT 19.2 (a)	The Tenderer *must* tender for contracts of Recurrent Cost Items not included in the main Contract.
ITT 19.5	The Incoterms edition is: *[insert relevant edition].*
ITT 19.5 (a)	Named place of destination is: __ [*insert named Place of destination as per Incoterm used]* _____
ITT 19.6	Named place of final destination (or Project site) is: _**County Government of Busia**__ _____
ITT 19.8	ITT 17.8 is modified as follows: _____ [*otherwise state 'There is no modification to ITT 17.8'*]
ITT 19.9	The prices quoted by the Tenderer ***shall not*** be subject to adjustment during the performance of the Contract.
	The Tender price shall be adjusted by the following factor(s): _____ ***For Local currency*_____**
ITT 20.1	The Tenderer *is* required to quote in the currency of Kenya the portion of the Tender price that corresponds to expenditures incurred in that currency.
ITT 21.1	The Tender validity period shall be **120** days.
ITT 22.1	A *Tender Security **shall be*** required. A valid Bid Bond Of KSH 1,000,000 and performance Bond **From a reputable bank. Note: The performance Bond will be required only by the Winning bidder upon signing of the contract.**

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 22.3 (v)	Other types of acceptable securities are **N/A**
ITT 23.1	TENDERS TO BE SUBMITTED ONLINE **ON OR BEFORE 10TH MAY,2023 AT 10AM**
ITT 23.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: **POWER OF ATTORNEY**
**D. Submission and Opening of Tenders**
ITT 25.1	For **Tender submission purposes** only, the Procuring Entity's address is: *TENDERS TO BE SUBMITTED ONLINE* **The deadline for Tender submission is:** Date: **10TH MAY, 2023** TIME: **10AM**
ITT 25.1	Tenderers MUST BE SUBMITTED ELECTRONICALLY The Electronic Tendering submission procedures shall be: Bidders to submit soft copy of tender documents through the IFMIS SUPPLIER PORTAL
ITT 28.1	The Tender opening shall take place at: Street Address: **BUSIA-KISUMU ROAD** Floor/Room number: **COUNTY HEADQUARTERS - BOARDROOM** City: *BUSIA* Country: *KENYA* Date: **10TH MAY, 2023** Time: **10AM**
ITT 28.1	The electronic Tender opening procedures shall be: **TO BE PROJECTED**
ITT 28.6	The Form of Tender and Price Schedules shall be initialed by _____ *[insert number]* representatives of the Procuring Entity conducting Tender opening.
**E. Evaluation, and Comparison of Tenders**
ITT 33.3	The adjustment shall be based on the _____ *(insert "average" or "highest")* price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate. If the missing Goods and Services are a scored technical feature, the relevant score will be set at zero.
ITT 35.1	The currency(ies) of the Tender shall be converted into a single currency as follows: *[Insert name of currency]* _____ The currency that shall be used for Tender evaluation and comparison purposes to convert all Tender prices expressed in various currencies into a single currency is: _____ The source of exchange rate shall be: _____ *[Insert name of the source of exchange rates (e.g., the Central Bank in Kenya).]* The date for the exchange rate shall be: _____*[insert date and time)*
ITT 36.2	Margin of Preference **shall not apply.**
ITT 36.4	The invitation to tender is extended to the following group that qualify for Reservations YOUTH, WOMEN AND PERSONS WITH DISABLITY
ITT 40.2 (b)	Tenderers shall be <u>not allowed</u> to quote separate prices for different lots (contracts for Subsystems, lots, or slices of the overall Information System) and the methodology to

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	determine the lowest tenderer is specified in Section III, Evaluation and Qualification Criteria. Discount that are conditional on the award of more than one Subsystem, lot, or slice may be offered in Tenders and such discounts *[insert shall or shall not]* _____be considered in the price evaluation.
ITT 44.3	As additional qualification measures, the Information System (or components/parts of it) offered by the Tenderer with the Best Evaluated Tender may be subjected to the following tests and performance benchmarks prior to Contract award*:*
ITT 46.1	The award will be made on the basis of ***not rated*** pursuant to ITT 35.7, if applicable, in accordance with Section III, Evaluation and Qualification Criteria.
ITT 47.1	The maximum percentage by which quantities may be increased is: *[insert percentage]* The maximum percentage by which quantities may be decreased is: *[insert percentage]* The items for which the Procuring Entity may increase of decrease the quantities are the following. _____ **[List the items for which the quantities may be increased or decreased]** *[Note: The percentage of increase or decrease for hardware, software and similar components should normally not exceed 15 to 20 percent for each item and in the aggregate. If the System contains a number of virtually identical Subsystems, a specific percentage should be given, allowing a reasonable increase or decrease in the number of Subsystems to be contracted for at the time of Contract award.]*
ITT 50.1	The proposed Adjudicator is: *[*insert: name and other identifying information "as per the résumé attached to this TDS", or, exceptionally, state "There will be no Adjudicator under this Contract."]* *[Note: For the adjudication system to achieve its purpose (the quick and effective resolution of potential disputes), the Adjudicator should be a technical expert in the type of System covered by the Contract, with actual experience in Information System contract implementation. He/she should ideally, though not necessarily, come from a country other than that of the Procuring Entity, to avoid any appearance of a conflict of interest. However, it is preferable to propose an Adjudicator from Kenya than to consider no adjudication.* *Normally, there should be an Adjudicator in the contract. The option of having no Adjudicator should be viewed as an exception, to be used only in relatively straightforward and short - about less than a year - contracts with little or no application software development or adaptation.]* The proposed hourly fee is [insert: _____ amount and currency]. *[Note: In addition to a fee for actual hours spent studying a case submitted for advice, an Adjudicator would expect to be reimbursed for all dispute-related telephone, fax, and other communications costs, as well as all costs associated with any trips to the site(s), if any.]*
ITT 51.1	The procedures for making a Procurement-related Complaint are detailed in the "Notice of Intention to Award the Contract" herein and are also available from the PPRA website info@ppra.go.ke or complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to: **For the attention**: *ACCOUTINT OFFICER* **Title/position**: *CHIEF OFFICER FINANCE, ICT AND ECONOMIC PLANNING* **Procuring Entity**: *COUNTY GOVERNMENT OF BUSIA* **Email address***: info@busiacounty.go.ke* In summary, a Procurement-related Complaint may challenge any of the following:

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	1. the terms of the Tendering Documents; and
	2. the Procuring Entity's decision to award the contract.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	1. the terms of the Tendering Documents; and
	2. the Procuring Entity's decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. **General Provision**

   1.1 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

   a) For construction turnover or financial data required for each year- Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted) was originally established.

   b) Value of single contract- Exchange rate prevailing on the date of the contract signature.

   c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

   1.2 This Section contains all the criteria that the Procuring Entity shall use to evaluate Tenders and qualify Tenderers. No other factors, methods or criteria shall be used. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use **the Standard Tender Evaluation Report for Goods and Works** for evaluating Tenders.

   1.3 Multiple Contracts; multiple contracts will be permitted in accordance with ITT35.6. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

   OPTION 1

   i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.

   ii) If a tenderer wins more than one Lot, the tender will be awarded contracts for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the Lots. The tenderer will be awarded the combination of Lots for which the tenderer qualifies and the others will be considered for award to second lowest the tenderers.

   OPTION 2

   The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combinations with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combinations provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

2. **Evaluation and contract award Criteria**

   The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

3. **Preliminary examination for Determination of Responsiveness**

   The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non- responsive and will not be considered further.

   MANDATORY EVALUATION

S/NO	DOCUMENT
1	Certified Copy of Certificate of Incorporation

2	Certified copy of current CR12 showing details of directorship/ownership with respective shareholding and details of citizenship from the registrar of companies (certified by a commissioner of Oaths)
3	Certified valid copy of Tax Compliance Certificate (TO BE VERIFIED)
4	Dully filled, Signed and Stamped confidential Business Questionnaire
5	Duly filled, stamped and signed form of tender in the Company letter head
6	Manufacturer's authorization (s) letter and form
7	A valid copy of Bid Bond of **Kshs 1,000,000** from a reputable Bank
8	Dully filled, signed and stamped Certificate of Independent Tender Determination
9	Dully filled, signed and stamped self-declaration forms (SD 1 AND SD 2)
10	Dully filled, signed and stamped Declaration and Commitment to the Code of Ethics
11	Tender Document including attachments must be serialized
12	A signed and serialized Site survey report. All bidders will collect a serialized site survey form from ICT office indicating the sites to be visited.
13	Submit Certified Valid copy of Certification of Accreditation from ICT Authority. To be verified
14	Submit Certified Valid copy of Certification as a Data Controller from the Office of the Data Protection Commissioner. To be verified

1. **ONLY RESPONSIVE BIDDERS WILL BE SUBJECTED TO THE NEXT STAGE OF EVALUATION**
2. **ONLY RESPONSIVE BIDDERS WILL BE INVITED FOR SYSTEM DEMONSTRATION**

TECHNICAL EVALUATION 1: PERFORMANCE CRITEREA

TS No	Technical Requirement	Document to be completed and submitted	Maximum Score
1	**Financial Capacity**	Provide Certified copies of audited accounts for the company for the last three Years accounting years (i.e. 2021/2020, 2020/2019 and 2019/2018) Annual Turnover of at least 50M. **Bidders must fill, sign and stamp Form FIN –2.3.3** **Certified copies of Audited Accounts for the last 3 years and dully filled form FIN 2.3.3** **Certified copies of Accounts without Form FIN 2.3.3** **Others will be prorated as; Number of Years of audited accounts and filled form FIN 2.3.3**	**3**
2	**General Experience**	Experience under Information System contracts in the role of prime supplier, management contractor, JV member, or subcontractor for the last **4 (Four)** years prior to the applications submission deadline. Each with a minimum contract price of **Kshs 30,000,000.** Submit certified copies of **LPO/LSOs, Award Letter and Contract Agreement in cases where the bidder was subcontracted.** **Bidders must fill, sign and stamp EXP-2.4.1** **4 Certified copies of LPO/LSOs, Award Letter and Contract Agreement where the bidder was subcontracted and Dully filled Form EXP- 2.4.1** **Certified copies of LPO/LSOs, Award Letter and Contract Agreement where the bidder was sub contracted with Dully filled Form EXP- 2.4.1** **Others will be prorated as; Number of Copies submitted and filled form EXP-2.4.1**	**3**

3	**Specific Experience**	Participation as a prime supplier, management contractor, JV member, sub-contractor, in at least **5 (Five)** contracts within the last **Five (5)** years, each with a value of at least **Kshs 30,000,000**, that have been successfully and substantially completed and that are similar to the proposed Information System Submit certified copies of LPO/LSOs and contract agreement for each of the 5 Contracts; **Bidders must fill, sign and stamp Form EXP 2.4.2** **5 Certified copies of LPO/LSOs and Contract Agreement in case the bidder was subcontracted and Dully filled Form EXP- 2.4.2** **Certified copies of LPO/LSOsNand Contract Agreement without Dully filled Form EXP- 2.4.2** **Others will be prorated as; Number of Copies submitted and filled form EXP- 2.4.2**	**6**
4	**Methodology and Work plan**		**3**
	a	Proposed work plan in line with the proposed methodology outlining the key activities, outputs, and their duration	
	b	Proposed training plan	
	c	Proposed test plan	
	d	Data Migration plan	
	e	Proposed Service Level Agreement or Support Plan	
5	**Proposed Team. Qualifications and Competence of the key Staff for the assignment Bidder must provide copies of certifications and CVs for the proposed human resources and the CV must clearly demonstrate required experience**		
	a	Project Manager/ Team Leader - (one) • Bachelor's Degree in Computer Science, Engineering, IT or related. Should have a	

		minimum of 10 years' experience in IT systems and Project Management. • PRINCE2 Practitioner/PMI or other equivalent project management certification	
	b	Software Engineer/Developer - (3) • B.Sc./ in Computer Science, Engineering or related degree	
	c	Database Developer/Administrator - (one) •BSc or Diploma in computer science/IT or relevant field •Certification in database administration •(3 Years) experience in system development/ or in relevant field. Give reference of three similar projects	

	d	System integration expert - (one)
		
		  • BSc or Diploma in computer science/IT or integration expert relevant field
		
		  • (3 Years) experience in system development and integration/ or in relevant field. Give reference of three similar projects	

	e	Infrastructure Engineer - (one) •B.SC/ in Computer Science, Engineering or related degree •Certification in Hardware systems •Certification in Cloud backup solutions •(3 Years) experience in implementation and support of relevant field.	
	f	Security Expert - (one) • B.SC/ in Computer Science, Engineering, or related degree	
	TOTAL SCORE		**15**

COUNTY GOVERNMENT OF BUSIA

TERMS OF REFERENCE

FOR

**SUPPLY, INSTALLATION, CUSTOMIZATION, TESTING AND
MAINTENANCE OF AN INTEGRATED REVENUE COLLECTION AND
HOSPITAL MANAGEMENT INFORMATION SYSTEM**

1. INTRODUCTION

The integrated revenue and hospital automation system in County Government of Busia is expected to play a critical role in the economic stability of the county. One of its responsibility is to offer a user-friendly online platform that enables the management of hospitals and collection of revenue across different channels while providing seamless integration with electronic payment gateway providers. This ensures that a range of payment options, including credit and debit cards, online banking, mobile money, e-wallets, and smart cards, are readily available.

In addition, the system should facilitate automated hospital management, secure and automated bill and receipt generation, while also monitoring revenue collections across various accounts in real-time.

The proposed solution must prioritize the transparency of hospital management and revenue collection processes, as well as include embedded control mechanisms to ensure data security, availability, and reliability.

The County administration recognizes the significant impact that technology can have on the County's operations and the delivery of services to citizens. This proposal is a response to the recommendations from the National Treasury and the Commission on Revenue Allocation, which advocate for the adoption of technology to improve service delivery, increase efficiency, and enhance hospital administration and revenue collection. The initiative will involve implementing and deploying appropriate ICT solutions throughout the county, including at the county headquarters and sub-county offices. The integrated solution is expected to be implemented in all relevant facilities at no additional cost e.g. all medical facilities including clinics and dispensaries; all relevant revenue points including village offices.

This system is expected to provide convenient payment channels for citizens and improve the efficiency and effectiveness of revenue collection processes across all sectors and revenue streams.

2.0 GENERAL SPECIFICATIONS OF THE INTEGRATED SYSTEM

The **integrated revenue collection & management system and a hospital management system** will be a software application that will help the county government of Busia to maximize their revenue albeit improving service delivery in the two county functions by dynamically adjusting based on market demand, customer behavior, and other factors. Here are some specifications for the integrated system:

1. Real-time data analysis: The system should be able to analyze real-time data from various sources such as revenue data, customer data, social media, and other competing factors.

2. Forecasting: The system should be able to forecast based on historical data, seasonal patterns, and other factors.

3. Optimization: The system should be able to optimize revenue and hospital inventory levels based on demand forecasts, customer behavior, and other factors.

4. Integration: The system should be able to integrate with other systems such as POS, CRM, GIS, Bulk SMS, E-mail System, Fleet Management and ERP systems.

5. User-friendly interface: The system should have a user-friendly interface that allows users to easily navigate and use the system.

6. Reporting: The system should be able to generate reports that provide insights into revenue performance, revenue collection strategies, and inventory levels.

7. Scalability: The system should be scalable and able to handle large volumes of data, allow for customization, be portable to all platforms etc.

8. Security: The system should have robust security features to protect sensitive data and ensure compliance with regulations.

9. Customization: The system should allow for customization to meet the specific needs of the county.

10.   Training and support: The vendor should provide training and support to ensure that users can effectively use the integrated system and maximize its benefits.

2. OBJECTIVES

The main objectives of the **integrated revenue collection and a hospital management information system** include:

1. Ensure that the county offers its citizens secure and convenient payment options for the various services provided, both online and offline whilst proving service delivery in the two county functions.
2. Minimize cash handling at the county revenue collection points
3. Maps the County revenue sources including real estate property, market stalls etc.
4. Provide the County with the ability to monitor revenue collection from multiple sources on a real time basis. Additionally, the integrated system should enhance management of all medical facilities.
5. Supports collection from multiple revenue streams including single business permits, market stalls, parking fees, real estates, land rates, cess etc.
6. Provide County with the ability to map out revenue sources in the county allowing for visualization and analysis with help of GIS technology.
7. Provides real time transaction reports on a secure central server that must be accessible on web and mobile platforms.

8. Works in both online and offline modes as a safeguard from network failures.

9. Facilitates supervision, monitoring and enforcement.

10. Integrates with existing key systems including MS Dynamics ERP system, IFMIS, IPPD and SMS Gateway Systems.

11. Compliance with internationally globally accepted standards for security and payments

3. SCOPE OF WORK

The summary of the deliverables are listed hereunder:

CLASSIFICATION	ITEM	UNIT OF MEASURE
Software	Revenue collection and Hospital Management Information System	Integrated solution
Hardware	Customized Computer Server	One
	Desktop computers	Ten
	Laptop	One
	Desktop phones	Ten

The scope of work will include but will not be limited to the following;

3.1. Revenue Collection & Management System

a) Deployment of a Secure **Revenue Collection & Management System** which should facilitate collection from Structured and unstructured revenue channels.

b) Revenue collection System Project Implementation and Management before and after deployment

c) Integration of the Revenue management system with other 3rd party systems being used by county Government

d) Integration with Payment Gateways including Mobile Money Operators and Banks

e) Advanced Testing and Quality Assurance during and after revenue system deployment

f) Training of key stakeholders with respect to use of the system and management of the Revenue Collection system. This includes provision of guidance of the county on measures to be taken in readiness for the

rollout of the solution.

g) Post Implementation Maintenance and Support (SLA) of the revenue collection system

3.2. Hospital Management Information System

3.2.1 Patient Administration System

Patient administration domain coordinates and optimizes the patient's experience

NHIF Integration

This will provide better service to the patient, as well as maximize claims to the NHIF office.

Patient Profile
Master Patient - Having one definitive patient record per person means that each person has one clinical record, and one accounts record.
Patient Profile Picture - Hospital can leverage their security level by preventing patients for using other's ID.
Important Notes - Provide excellent services by knowing the patient.
Print Patient Card, Wrist Band, and Label - Compatible with any patient card so the hospital can print the patient card member using available card printer in the hospital if any.
Patient ID Configuration - The patient ID numbering can be configured as required by the department of health.
Export & Import - Save time when entering or updating the data by using the provided format

Pharmacy
Dispensing - Filling prescription from orders, including printing labels, can be done quickly and efficiently, allowing busy pharmacies to serve more patients.
Allocated and Issuance Control - Standardize the pharmacy process for better control and monitoring
Compound and Non-Compound Drug Prescription - Pharmacy staff will easily notice if the prescription is compound or non-compound.
Master Compound - Allow doctor to create variation of compound prescription and save it for future use.
Pharmacy Label - Modify pharmacy label printout, especially for the consumption instruction.
NHIF /Non NHIF Prescription - To separate the prescription between NHIF and Non-NHIF for claim and analytical purposes.
Advance Filter - Easily find the prescription based on various parameters
Allergy & Important Notes - Any patient's allergies and important notes will be shown.
Prescription Review - Ensure that all pharmacy processes are conducted properly from the prescription order until the delivery to the patient.
Queue Number - Manage patient queue in pharmacy unit so they wait

orderly.

Copy Prescription - Easily copy the prescription for future use.

Prescription Iteration - Enable the pharmacy on creating and monitoring repeated prescription, especially for chronic disease

Void Prescription - Capability to void allocated perception due to any changes or variation. This must be processed and approved by more than two users.

Revision Prescription - Capability to revise prescription from doctor to speed up prescription fulfilment process. This must be processed and approved by more than two users.

Prescription Printout - Print the prescription with informational details that useful for patient to review the drugs they have received.

Medical Record Integration - All medications are stored in patients' electronic medical records

Payments - Pharmacy staff can take payments and issue receipts to patients that must pay for their own medications.

Integration with Price Engine - Early price identification to avoid prescription cancellation due to the price.

Catalogue

Stock Catalogue - A master catalogue of all the hospital's inventory allows hospitals to limit purchases to authorised products.

Stock Flag - Flagging the drug stock based on certain criteria or type

Drug Usage Definition - Speed up drug definition on consumption method and consumption unit.

Catalogue approval - Helps the hospital medical committee to review, approve, or reject the drugs that will be used in the hospital.

Export & Import - Save time when entering or updating the data by using the provided format.

Bed Management

Bed and Room Catalogue - Provides hospitals with a definitive list to manage all rooms and beds.

Bed Management - Easy to register and update the hospital beds with only a few steps. Hospitals can also put pictures of the beds for better information.

Room Management - Easy to register and update the hospital rooms with only a few steps. Hospitals can also put pictures of the rooms for better information.

Bed Availability Dashboard - The patient can save their time getting the information about rooms and beds availability by quickly looking at the dashboard.

Data Export Import - Save time when entering or updating the data by using the provided format.

Registration

Multiple Services - Register patients to many services from a single registration process.

Auto Registration Creation - Streamline the registration process by automatically creating the registration when the new patient profile is created.

NHIF Eligibility Checks - Avoid the delay in providing services to NHIF patients by using quick eligibility check features that can be performed in the registration menu and are already integrated or is ready for API integration with the NHIF database.

Preliminary Diagnose Recording - Support international code for disease ICD10 and procedure ICD9CM, that will be used for other services

Supporting Documents - Attach important documents of the patient for additional information.

Print Queue Tickets - Printed queue tickets allow for the orderly management of hospital waiting rooms.

Print Label - Print the important information about the patient data in customable size, so the hospital can use it in patient records file.

Print Wrist Label - Identify the patient of ward services by providing them with a wrist label from registration desk or admission desk.

Ward Transfer - Move patients to another room easily and can be performed in nurse stations.

Inpatient Admissions - Admissions into hospital, admissions into wards, transfers between wards, and discharges from the hospital are all supported

Referrals and Follow-Up Appointments - Making post-discharge arrangements allows hospitals to ensure that patients requiring follow-up care return to the hospital rather than going elsewhere.

Appointments Management - The ability to create, change and cancel patient appointments efficiently allows appointment staff to handle a large volume of patient enquiries.

Waitlist Management - If there are no available appointments, patients can be added to a waitlist rather than being turned away

Integrated Doctor Schedules - Appointment times can be automatically created from doctors' schedules

Warehouse & Inventory

Stock Management - Real-time view of all stock within the organisation means more informed purchasing decisions.

Stock Out and Over Stock Prevention - Threshold levels and warnings ensure that stock is always on hand, but staff are prevented from over-ordering stock.

Warehouse - Multiple warehouses allow hospitals to manage stock using whatever warehouse configurations make sense to the hospital.

Approval Processes - More control on inventory by applying authorisation for any changes on inventory min/max level and purchasing.

Expiration Management - Support for "first expired, first out" (FEFO) means that hospitals can avoid wastage from discarding expired stock.

Batch Number Tracking - This feature optimize the application of expiration management by utilizing batch number provided by drugs manufacture.

Integrated with Other Module - Integration with other modules means that

stock is automatically updated without manual entry.

Staff Scheduling
On-Duty and Off-Duty Schedules - On-duty schedules define the normal working hours for medical staff. Off-Duty schedules define when a staff member is not available to work.
Repeating Schedules - Repeating schedules allow administrators to create a schedule once.
Integration With Registration - Schedules are linked to appointment and registration functionality.
Export & Import - Save time when entering or updating the data by using the provided format.

3.2.2 Clinical

The clinical domain is the coordination hub for all operations
Critical Care
Familiar Functionality - Critical care functionality is the same as the functionality for inpatient, outpatient and Accident and Emergency
Support for HCU, ICU, ICCU, PICU, NICU, Burns and Stroke - Specific features for each critical care unit.
Transfer - Easy transfers between units means that patients can be moved faster
Discharge Summaries - Upon discharge from a critical care unit, a discharge summary can be produced for ward doctors so that they do not have to read the detailed clinical information entered by the critical care unit.
Medical Fee - Billable items can be added automatically to patient invoices

Diagnostic Support
Examination Group & Item Configuration - Provide the flexibility in configuring examination items based on the hospital needs.
Service-Specific Order and Results - Provide diagnostic services support, all orders and results are service-specific.
Status Tracking - Doctors can view the status of all their orders.
Normal Value Configuration - Provide flexibility in configuring normal value for each diagnostic examination.
Automated Charging - Automatic charging means that charges do not have to be added manually to patient invoices.
Print Diagnostic Result - Share the information with other in a standardize format.
Patient Medical History - Provide comprehensive information about past examination history that may be required during the examination.
Export & Import - Save time when entering or updating the data by using the provided format.

Emergency

Fast Assessment - Assessment tools are specifically designed for emergency presentations to streamline data capture

Triage and Monitoring - Triage allows Emergency Department staff to prioritise care and monitor all patients in the Department.

Computerized Provider Order Entry (CPOE) - All CPOE functions from the CPOE Module are available, streamlining ordering and order tracking, in a very time-sensitive environment.

Streamlined Admissions - Emergency departments can quickly and efficiently admit a patient and transfer them to other services

Post Emergency Care - Follow-up care, such as creating an appointment for an outpatient clinic, can be arranged.

Medical Fee - In fee-for-service presentations, invoices can be generated, and payment accepted on the spot.

Electronic Medical Record

Electronic Medical Record - The EMR consolidates all patient clinical information from all of clinical modules, giving clinicians a full picture of patients' clinical history and current health.

Paperless - All clinical information is captured and stored electronically.

Service Specific Records - Every hospital service and specialty can easily view their own clinical information

Data Quality Audits - Complete the clinical coding (ICD-10/ICD-9CM), performed by ICT/heath record officers to achieve standard medical record audit level.

Managing Paper Records - With EMR, helps the MR Staff to quickly search the patient MR hardcopy.

Outpatient

Specialty Specific History - Each patient has a full EMR but clinicians in outpatient clinics can easily view the information that relates to their specialty.

Single Page Application - Allowing doctors that work in all parts of the hospital to work with a consistent, familiar user interface wherever they happen to be working.

Collaboration Examination between Doctors& Nurse - The clinicians will have full report of doctors and nurse examination notes

Automatic Body Mass Index Calculation - Speed up the clinical information data collection.

Pain Scale & Fall Risk Variation - Provide comprehensive pain scale & fall risk variation between adult and children.

Standardize Examination - Using standard SOAP (**Subjective, Objective, Assessment and Plan**) across examination.

Nursing Diagnostic - To record nurse examination. To configure nursing diagnose to allow adding more nursing diagnostic (done per hospital)

Multiple Patient Treatment - Doctor can easily move to other patient data without leaving current windows.

Prescription Orders - Ordering medications (e-prescribing) means that

patients' medications are ready to be picked up when they visit the pharmacy.

CPOE Order - Ordering pathology, radiology and other diagnostic tests electronically

Streamlined Admissions - Clinicians can quickly and easily admit a patient from an outpatient clinic into the hospital

Follow-up and Referrals - Referrals to other outpatient clinics and follow-up appointments can be created quickly and easily

Order Tracking - Physicians can track the status of all their orders

Medical Fee - In fee-for-service presentations, invoices can be generated, and payment accepted on the spot

Medical Certificate - Sick Leave, Restricted Duty, Medical Attendance

Supporting Document - Attach important documents of the patient for additional information.

Discharged Summary - Capability to discharged patient based on different discharge type, for easy reporting.

Visit Status - Monitor the patient progress on receiving the service is essential.

Important Notes - Provide excellent services by knowing the patient.

Print Examination - Print medical resume for various purposes.

Operating Theatre

Patient Flow - The patient flow from inpatient wards, to pre-operation rooms, to operating theatres and finally recovery rooms, can all managed seamlessly.

Surgical Information - Ability to record detailed surgical information

Pre-Operative Care - Standardised pre-operative procedures, including assessments and checklists.

Intra-Operative Care - Recording of all interventions carried out during surgery

Post-Operative Care - Recording surgical outcomes, care plans and completing standardised post-operative checklists

Complications - Recording surgical complications allows hospitals to monitor quality of care

Delivery Room

Admissions and Bookings - Inpatient beds and delivery rooms can be pre-booked in advance to give hospitals a more accurate picture of hospital occupancy

All Stages of Pregnancy - Comprehensive care plans and checklists for all stages of pregnancy

Partograph - Nurses can monitor progress of a patient's labour to identify any deviations from clinical norms.

Newborn Details - Recording detailed information on new-borns allows hospitals to produce detailed reports on births in the hospital.

Obstetrics and Gynecology History - Patients' full history can be entered

manually, and current/future pregnancies will automatically be visible in the EMR

Inpatient
Familiar Functions - Has similar functionality to other clinical modules.
Clinical Management - Complete treatment data, including doctor and nurse records, electronic orders, observation and monitoring, to drug use will be well documented and integrated with Rapid Medical Evaluation (RME).
Admission, Discharge, and Transfer - Support the process of admission to inpatient care, transfer between rooms, and discharge of patients.
Room Transfer - Patients can be moved to another room or bed easily
Referrals and Follow-up Appointments - Making referrals or appointment for follow-up examinations after patient discharge can be done easily.

Integration
Integration with NHIF, KEMSA etc platforms to consolidate medical record data from all health facilities in Busia County. All patient medical records must be accessible at all health facilities though the web-based system.

3.2.3. IT Core
IT Core helps each client to configure the application, generate reports and dashboards, and maintain the application security

Analytics
Operational reports - Ability to generate operational reports to facilitate the day-to-day processes.
Government and regulatory reports - Provision of mandatory/statutory reports in compliance with county government regulations.
Performance reports - Ability to generate performance reports to monitor the performance of each department and staff.
Non-functional reports - Ability to generate reports that are not directly related to the operational processes, such as user security access and audit log.

Configuration
Hospital level and level Configuration - Management of hospital level and level details to facilitate multi-level institutions.
Reference Data Configuration - Enabling system administrator to properly manage the system behaviour through reference data
Account Configuration - Maintain a master data of staffs and users, including their credentials and authorizations.
Registration Configuration - Configuration of data that are used in registration processes
Pharmacy Configuration - Setting of data related to pharmacy processes, including medicine label format, prescription numbering, and compound medicines.
Tariff & Billing Configuration - Ability to manage numbering of invoices and receipts, and to manage merchants data.

Patient ID Setting - Enabling system administrator to define the Patient ID formats for general, unknown, and external patients.

Purchasing and Inventory Configuration - Configure data related to inventory and purchasing numbering and transaction type.

Account and Journal Configuration - Configure account chart, control account mapping, and journal numbering.

NHIF Configuration - Configure NHIF related settings.

Security

Role authorization management - Configuration of role access for each user to define the processes they can perform in the application.

Audit log - Comprehensive logs of user logins and data changes to track the application usage.

Dashboard

Data Visualization - Clinical and hospital statistical data are visualized into graphical dashboard for easier monitoring and tracking

KPI monitoring - Ability to help hospital management and health leadership to monitor key performance indicators that include, but not limited to:
- o Average Length of Stay
- o Bed Occupancy Ratio
- o Bed Turn Over
- o Outpatient Visit Rate
- o Turn Over Interval
- o Barber Johnson Graph

Other performance indicator monitoring

Ability to facilitate tracking and monitoring other performance indicators in the hospital/medical facilities

Dev Ops

Branch Management - Management of the application level after each release to ensure proper merging of the newly developed featured.,

Library update - Constant research to adopt more library into the application, for more advanced features.

Framework Update - Periodical upgrade of the application framework for more functionalities.

Financial Integration

Seamless stream of data - Integration with finance system to enable transfer of financial-related data into financial application.

Automatic Journals - Ability to create and track journals from financial transaction (Account Payable, Account Receivable, Cash Management, Fixed Asset, and Inventory), including recurring journal and cost allocation.

Full consolidations - Support for consolidations to allow Accounting Staff produce a set of consolidated accounts for all businesses/subsidiaries with minimum effort.

Cost allocation - Ability to manage allocation and distribution of costs from cost centre to services and provide profit analysis in all hospital services.

Asset Management - Management of fixed assets, from purchasing to acquisition, including asset adjustment/revaluation.

Customer management - Ability to manage, maintain, and classify customer profiles, supported with configuration for sales information

Inventory management - Intake and output of inventory items are tightly monitored, with integration to purchasing module to facilitate procurement process, integrated with supplier data.

Financial statement - Data gathered from the integration will result in a financial statement to show how the hospital operated financially within a period.

Laboratory Information System Integration

The LIS integration provides reliable processing of diagnostic tests, including sample management, result entry, as well as normal test values. The process is also integrated with tariff management and patient billing.

Radiological Information System Integration

RIS integration facilitates the examination process in radiology services, including result entry and interpretation, as well as attachment of imaging results. The process is also integrated with tariff management and patient billing.

3.2.4 Commercial

The commercial domain is where administrative operations are handled

Purchasing

Approvals - To maximize the control process by setting the approval steps before processing the purchasing order.

Receipt Management - Ability to manage goods received, including multiple partial deliveries.

Patient Billing

Multiple Payment Types - Patients can pay for services with any combination of cash, credit cards and insurance claims.

VAT Support - Full support for Value Added Tax (VAT) means that hospitals can account for VAT with minimal effort and ensure tax compliance.

Patient Payment Receiving - This brings the easiness for receiving payment from the patient for any purposes

Patient Refund - Ensure that the patient can have the refund quickly. This can be processed by more than 2 users of different approval levels.

Support for Full Revenue Cycle - Down payments, invoices , payments and refunds can all be done in one place, reducing the administrative effort of revenue collection

Integration with Deposit - Easily retrieve deposit information to be used for patient payment.

Invoice Printing - The hospital staff and the patient can print the invoice with various format

Claims

Health Benefit Providers - A reference list of health benefit providers and their plans/benefits allows hospital staff to quickly and easily answer eligibility questions from patients.

Eligibility Verification/weavers - Verifying patients' eligibility for government insurance rebates eliminates the risk of patients not being able to pay their invoices.

NHIF Claim Tracking - Integration with government health insurance systems eliminates manual processes for submitting and tracking NHIF claims.

Export & Import - Save time when entering or updating the data by using the provided format.

Tariff Management

Pricing Component - Enable hospital to configure the tariff component to identify the compensation distribution.

Product and Services Catalogue - Centralised pricing for all hospital products and services ensures accurate and consistent patient invoices.

Tariff Scheme - Enable the hospital to have different tariffs based on the service class, insurance scheme, or other schemes determined by the hospitals.

Tariff Definition - Will help the hospital to create and update the tariff by applying a formula.

Tariff Definition Export Import - Save time when entering or updating the data by using the provided format.

Supplier

Supplier Information - A master repository of supplier information means the organization always has the correct information for all suppliers.

4. SYSTEM DEMONSTRATION EVALUATION CRITERIA TO CONFIRM

TECHNICAL EVALUATION 2 - REVENUE COLLECTION & MANAGEMENT SYSTEM

S/ NO	DESCRIPTION	YES/ NO	REMARKS	MAXIMUM SCORE
	System Administration and Security			5
1.	The system should provide ability to define role-based access to County Government staff administering the system			
2.	The system should have support for configurations of new revenue streams			
3.	The system should be deployment with minimal infrastructure requirements from the County			

	Government			
4.	The system should support full audit trail and tamper proofing			
5.	The system should System have inbuilt configurable workflows			
6.	The system should be available 24/07/365 with latency/maximum downtime of 45 seconds			
7.	The system and system data should be secure and monitored 24/7/365 against malware fraudulent access, hackers, intrusion detection etc.			
8.	The system should Support secure login using global security standards with latest SSL encryption			
9.	The system should support Payer authentication and fraud screening mechanisms such multi-factor authentication or its equivalent.			
10.	The system should support card security standards such as PCI DSS			
11.	They system should be Highly scalable solution to meet current needs and future growth in County collections. (Provide a system & process flow chart			
	Back Office Integration			5
1.	The system should provide seamless integration with back-office applications single sign on			
2.	The system should be capable to integrate with existing billing systems			
3.	The system should issue receipt or receipt number for payment received and match to back-office system			
4.	The system should allow verification of physical tickets to bill reference numbers or business account number			
	Service Level Agreement			5
1	Minimum Availability Uptime of 99.98%. SLA agreement payments will be determined by the Director of ICT and the payments will be determined by a formulae whose variables will be but not limited to latency, cyber security attacks, uptime, and delay in customization. Such variables will affect the SLA payout up to 40% of the SLA Value. Customization requests must be implemented within a maximum of 8 hours upon receipt of the request from the directorate of ICT. System upgrades should not affect system delivery unless the changes are major. Such changes should not cause system downtime for more than 5mins/year and the communication should be made three months in advance.			
2	Support Services (Including debugging, security fixes, upgrades, customization, administration, cloud hosting services)			

3	Help Desk to support all user requests			

7. FUNCTIONAL REQUIREMENTS - REVENUE COLLECTION & MANAGEMENT SYSTEM (Maximum Score – 40 Marks)

This section sets the list of functional requirements for the envisaged revenue collection and management solution.

7.1 CITIZEN REGISTRATION

S/NO	DESCRIPTION	YES/NO	REMARKS	MAXIMUM SCORE
	CITIZEN REGISTRATION			
	system should allow users to input citizen or entity information, which will be prompted by the system's workflow, and activate their account in the revenue management system.			
	system should differentiate each registration as either an individual or a business during the registration process.			
	system should maintain the uniqueness of a citizen / entity account based on a unique identifier. The unique Identifier for Individuals will be National ID Number or Passport Number and Business Number for companies/ Businesses.			
	system should allow users to search for an entity by utilizing any information stored in the entity record, such as name, identifier, creation date, or entity type, based on their access level to the record.			
	system should provide users with ability to associate an entity (e.g. business or individual) with the revenue categories applicable to the entity as shall be configured in the revenue services module for purposes of determining the fees applicable to that category of entity and the frequency of collection using the Billing Files feature.			
	system should fulfill service requests or activate accounts by creating an account for either revenue or non-revenue based services, and linking the account to the citizen's profile.			

	The system should have the ability to create citizen / entity accounts in mass using secure data transport mechanisms from excel file or any other file format. This data import process should be provided as an automated process or a user-driven process with proper controls against duplication and integrity of existing data.		
	Ability to suspend an account when such is under investigation and freezing any fulfilment request lodged by the citizen through the system		
	The system should be able to deactivate service accounts once the service is provided and all pending or outstanding collections on that account have been resolved.		
	The system should include have a GIS module for mapping business, plots etc The GIS module should use colour codes to enable various analysis e.g. those businesses that have paid licenses having a different colour compared to those businesses that have not paid.		
	The system should have an inbuilt bulk SMS module integrated to allow sending of messages and acknowledgements when payments are made, invoices, follow up messages etc		
	The system should have an email system integrated that send notifications, invoices etc.		
	The system must have a customer relationship module that shows relevant analytics. The reports from this module will allow the ICT customer relation officers/information officers to follow up on payments, send emails to customers and even make calls.		
	The system should allow cashless payments only. The vendors must demonstrate that their system can allow various cashless payment modules.		

7.2 PERMITS AND LICENSES

S/	DESCRIPTION	REMARKS	MAXIMUM

NO		YES/NO		SCORE
	PERMITS AND LICENSES			
	System should allow individual and businesses to apply for licenses, Permits and Certificates.			
	system should have an approval workflow for licenses, Permits and Certificates.			
	system should be able to issue provisional and the final licenses or permits before and after due diligence respectively.			
	system must be capable of identifying and sorting licenses according to their respective types.			
	Application Checklist The system needs to be equipped with a feature that enables the creation of a checklist of application requirements specific to the business type or category. These requirements must be fulfilled as part of the licensing and application process. For instance, the customer may need to provide health permits or zoning approvals. system should have the ability to allow the checklist to be updated as needed by county staff having appropriate security/permissions.			
	system needs to be capable of computing fees for permits and licenses based on the county-specific criteria e.g. Finance bill for billable services that are relevant to the defined business entity.			
	system should allow applicant to make online payments for permits and licenses applications			
	system should be able to calculate the fines of all fees as per the County Finance Bill			
	Upon receiving payment confirmation from the collections module, the system needs to be able to update the ad-hoc request and generate the permit. The permit can be sent to the requester through various channels such as email, downloaded from the citizen portal by the registered requestor, or collected from the nearest county office			

	system should integrate citizen / business records, business license, related taxes, permits and business property into a single system with a consistent look and feel.			
	system must be capable of creating an unlimited number of business license accounts for every entity and an infinite number of business types (licenses) for each license account established for a business			
	system must be capable of linking a citizen account with several business accounts. For example, an individual can own a barber shop, a hotel, a garage all managed under the citizens main account			
	system should have the ability to add, revoke and modify all business license accounts after the approval of the defined users			
	system should automatically update the account status for paid fees or unpaid bills.			
	system should be able to notify county staff and citizens when licenses/permits are due in advance by sending SMS, email etc.			
	system should automatically generate and send notifications on bills, invoices demand notes and receipts using predefined cycles like monthly, annually			
	system should have the ability to generate a bill on an ad hoc basis.			
	system should impose late payment penalty that is determined by customizable penalty regulations			
	nse renewal penalties should automatically accumulate until payment is done.			
	system must be capable of utilizing Geographic Information System (GIS) functionality to map out the geographical locations of all business license accounts.			
	system should be able to report levies paid per revenue stream			
	system must integrate smoothly with revenue collection to identify and update the account status for paid fees or unpaid bills.			

S/NO	DESCRIPTION	YES/ NO	REMARKS	MAXIMUM SCORE
	system should be able to report levies paid per revenue stream			
	system needs to possess the capability to generate a report on the count of licenses or permits issued per business entity.			51
	system should be able to report on the number of valid and expired permits/licenses.			
	y system should give reports projecting the amount of revenue to be collected through licenses and permits.			
	system should have the ability to provide ad hoc reports which can be filtered using various parameters like dates.			
	system should generate a penalty report for various license categories configured in the system			
	The system should generate a report of all registered business and their classification			
	The system must be able to integrate with other system like Hospital Management System, Fleet Management System etcs			

7.3 PARKING AND VEHICLE MANAGEMENT

S/NO	DESCRIPTION	YES/ NO	REMARKS	MAXIMUM SCORE
	PARKING AND VEHICLE MANAGEMENT			
	system should allow for parking using different channels including USSD, Mobile application and web portal			
	The system provides a well-defined flow for payment allowing capturing the details of the vehicle being parked based on the size, type, parking duration whether daily monthly or yearly,			
	system should allow mapping of different parking area in the county using GIS.			
	system needs to offer a mechanism to schedule a booking for a car that has been clamped and towed. The booking module should be capable of capturing details of the car.			

		YES/NO	REMARKS	MAXIMUM SCORE
	r the clamping, parking, and towing charges have been settled, the system should send an alert to the officer requesting for the car to be unclamped and released from the yard automatically.			
	system needs to be capable of registering individual vehicles, businesses, and Saccos			
	system should be able to link individual vehicle to Saccos			
	The system must be capable of receiving daily, monthly, and yearly parking payments.			
	The system must be capable of receiving payments for parking reservations.			
	The system should provide the customer with instant payment notification when parking fees are paid			
	The system should send notifications to both county staff and clients when reserved parking is about to expire.			
	The system should be able to generate vehicle parking stickers on the client portal			
	The system should be able to report the number of vehicles in a Sacco.			
	The system should be able to generate report the revenue collected per Sacco			
	The system should be generate to report the number of vehicles parked periodically and region wise			
	The system should allow registration of Boda Boda and issuance of their permits. The system must have s sub module for management of SACCOs for vehicles and Boda Boda			

7.4 ADVERTISING, BRANDING, BILLBOARDS, SIGNAGES AND PROMOTIONS

S/NO	DESCRIPTION	YES/NO	REMARKS	MAXIMUM SCORE
	ADVERTISING, BRANDING, BILLBOARDS, SIGNAGES AND PROMOTIONS			
	system should be able to record the size of branding, billboards, and signage			

	The system should be able to record the GIS location of branding, billboards and signage			
	system should be able to record the payment period of branding, billboards and signage			
	system should be able to link different branding, signage and billboards to an individual organization that owns them			
	system should be able to provide for categorization of billboards, branding, and signage			
	system should be able to report the revenue per branding, signage, and billboards categories			
	system should be able to report the number of branding, signage, and billboards per revenue administration center.			
	The system should be able to charge promotions based on geographical coverage and duration.			

7.4 PROPERTIES AND LAND RATES

	DESCRIPTION	YES/NO	REMA RKS	MAXIMUM SCORE
	PROPERTIES AND LAND RATES			
	system should have the ability to assess and reassess land and improvements using configurable assessment methods to determine revenue due (Land Assessment)			
	The system should have the ability to store data for land values related to residential, commercial, industrial, multi-dwelling and agricultural land (Land Information)			
	system should have the ability to capture characteristics of land use based on pre-defined parameters for that land, that can be extended upon consideration by the county (Land Information)			
	system should have inbuilt GIS for location mapping (Land Information Sharing)			
	system should have the ability to link scanned documents to specific property records. (Land			

	Information)			
	The system should have the ability to export an image file directly for document storage (Land Information)			
	system should have the ability to share applications/image files with other system users (Land Information Sharing)			
	The system should have the ability to associate electronic files with a system record, including but not limited to PDF, MS Word, MS Excel etc. (Land Information)			
	The system should have the ability to maintain and search property ownership history for all parcels. This search should be linked to the defined citizen / entity account categorized accordingly, (Property Ownership)			
	The system should have the ability to record sufficient property address information to include such items as location, street, etc. that is linked to the GIS system for geo location. (Property Ownership)			
	The system should be able to register new properties (the system should have the ability to add a new parcel to the property history data for respective citizen / entity account)			
	The system should be able to support transfer of land ownership.			
	The system should be able to support subdivisions and amalgamation of properties (The system should have the ability to maintain complete, integrated parcel history for all splits and mergers of parcels of land)			
	The system should have the ability to maintain property ownership history for all properties including when two or more parcels are combined into one parcel (Property Ownership)			
	The system should have the ability to maintain the original parcel ID on new parcels created from mergers or splits. (Property Ownership)			

	The system should allow the option of linking all pertinent data automatically to the appropriate parcel. (Property Ownership)			
	The system should have the ability to keep a history of a record when the current legal. owner of property changes. (Property Ownership)			
	The system should have the ability to record multiple transfers of a single parcel. (Property Ownership)			
	The system should have the ability to search the property history database by a variety of methods including current owner, previous parcel number, address, etc. (Property Ownership)			
	The system must enable each property/owner to be assigned to a calendar for billing. (Property Ownership)			
	The system should be able to add and remove caveats.			
	The system should be able to record the type of property i.e. commercial, residential, single dwelling etc.			
	The system should be able to support change of land use			
	The system should be able to report on therevenue collected per property type.			
	The system should be able to report the numberof properties			
	The system should be able to report each property status			
	The system should be able to produce each property statement			
	The system should be able to produce demand notices for each property and for all due properties.			
	The system should be able to report on total arrears on properties			
	The system should be able to hand impounded properties for purposes of recovering rates arrears.			
	The system should be able to automatically levy			

/NO	DESCRIPTION		
	relevant fees as per the finance bill e.g. survey fees, land tranfers fees etc		

7.5 HEALTH AND SANITATION

/NO	DESCRIPTION	YES/ NO	REMARKS	MAXIMUM SCORE
	HEALTH AND SANITATION			
	system should have a self-service facility to enable for online application or renewal for Food Hygiene Licenses and other relevant licenses as per the finance bill.			
	The system should have an approval workflow for Food Hygiene licenses including site inspections			
	system should be able to issue Food Hygiene licenses			
	system should be able to report the number of Food Hygiene licenses/permits issued per businessentity			
	system should be able to notify county staff and citizens when Food Hygiene licenses/permits are due in advance			
	system should provide a mechanism to Suspend/ cancel/ reinstate a food hygiene licenseon various health grounds. Details of the business should be captured in the suspension/cancellation/reinstating.			
	The system should have a self-service facility to enable for online application or renewal for Food Handler licenses			
	The system should have an approval workflow for Food Handler certificate			
	The system should be able to issue Food Handler certificate			
	The system should be able to report the number of Food Handlers Certificates issued per business entity			
	Food handlers should be able to book for clinical food handler's tests on-line and once tested be notified of the results.			

S/NO	DESCRIPTION			

| | Food handlers should be able to print their permits from the self-service portal. | | | |
| | The system should be able to notify county staff and citizens when their Food Handlers Certificates are due in advance | | | |

7.6 HOUSE RENT, MARKET STALLS, KIOKS, TOILETS

S/NO	DESCRIPTION	YES/ NO	REMARKS	MAXIMUM SCORE
	HOUSE RENT, MARKET STALLS, KIOKS, TOILETS			
	The system should be able to accept and process ad hoc payments for market stalls lied to the facilities configured and validated by the charge rates defined.			
	The system should be able to accept and process periodic payments for market stalls linked to the facilities configured and validated by the charge rates defined. This process should create an account in the registration module for purposes of single view of the entity.			
	system should be able to support transfer of tenancy.			
	system should be able to register new stalls, rental houses, kiosks and toilets.			
	system should be able to report on the revenue collected per category.			
	system should be able to generate reports per category			
	system should be able to report on the status of stalls, rental houses, kiosks and toilets.			
	The system should be able to produce each stall, rental house, kiosk and toilet statement.			
	The system should be able to produce demand notices for each stall, rental house, kiosk and toilet and cumulatively.			
	The system should be able to report on total arrears amount on stalls, rental houses, kiosks and toilets			

7.7 FINES

S/NO	DESCRIPTION	YES/NO	REMARKS	MAXIMUM SCORE
	The system should have the ability to process requests for collection of fines as configured and validated by the charge rates defined. The offences should be pulled from the case management module.			

7.8 PARK FEES

S/NO	DESCRIPTION	YES/NO	REMARKS	MAXIMUM SCORE
	The system should have the ability to process requests for collection of fees for use of public parks. The details of park and respective fees should be pulled from the configuration, information of the facility.			

7.9 AGRICULTURE, LIVESTOCK, VETERINARY AND FISHERIES SECTOR

O	DESCRIPTION	S/NO	REMARKS	MAXIMUM SCORE
	AGRICULTURE, LIVESTOCK, VETERINARY AND FISHERIES SECTOR			
	The system should Support Registration and Licensing of fish hatcheries and ponds in the county			
	The system should allow county officials to process, approve or reject applications using a designed workflow.			
	The System should generate Fish Hatcheries Licenses for the county government.			
	The System should support registration and Licensing of Motorized and Non- Motorized Fish Vessels. a) The System should support license fee variation based on the Vessels Length in meters whether Motorized on Non-motorized			
	The system should support Licensing of fishermen a) Fisherman using non-motorized vessels b) Fisherman using motorized vessels System should support price variation based on the size of the vessel			

	The system should support Application and issuing of Sport Fishing licenses
	    a) Weekly
	    b) Fortnight Licenses
	    c) Monthly
	Annual Licenses			

	The system should support Aquarium and fish dealers license or permit application for
	   • Aquarium fish dealers
	   • Aquarium fisherman's
	   • Aquarium fish keepers
	   • Fish cage culture annual license
	The system should allow for application and processing of Coffee Pulping Station Licensing and Coffee Millers licenses			

	The system should allow for application of various licenses e.g. fish movement permit and the generation of invoices after various approvals. The system should also be able to cascade the delay in the approval/rejection of various licenses by the relevant officers			

7.10 HIRING OF AGRICULTURAL AND PUBLIC WORKS MACHINERY

O	DESCRIPTION	YES/ NO	REMARKS	MAXIMUM SCORE
	HIRING OF AGRICULTURAL AND PUBLIC WORKS MACHINERY			

	The system should allow collection of dry rate charges for hiring agricultural equipment and public works machinery including:
	   • Tractors,
	   • Earthmovers
	Water Drilling Rig (Wet and Dry)			

	The system should allow customers and search and hire the machinery			
	A user-friendly interface that allows customers to search for equipment by category, location, availability, and price.			
	The system should allow customers to reserve equipment online and receive confirmation of their reservation			
	The system should provide a workflow mechanism of the approval process including the applicant should prove they have capacity to operate machinery where applicable.			

7.11 STADIUM AND OTHER HIRE PREMISES

O	DESCRIPTION	YES/ NO	REMARKS	MAXIMUM SCORE
	DIUM AND OTHER HIRE PREMISES			60
	The system should be able to accept and process ad hoc payments for county facilities including: • Stadiums and other public grounds • Chairs and Tables • Halls and Training Services			
	The system should allow pre booking of the county facilities with approval mechanism			
	The system should display on the web portal availability of the county stadiums and public grounds			

7.12 POINT OF SALE, BUSIA AND MALABA BORDER

O	DESCRIPTION	YES/ NO	REMARKS	XIMUM SCORE
	POINT OF SALE, BUSIA AND MALABA BORDER POINT			
	Apart from system monitoring of POS, bidders should be able to demonstrate how they will ensure Point of Sale are not misused.			
	Bidders must demonstrate how they will cure systemic problem at the BUSIA and MALABA point by ensuring the process of revenue collection is un aided.			

TECHNICAL EVALUATION 3: HOSPITAL MANAGEMENT INFORMATION SYSTEM

NATIONAL HOSPITAL INSURANCE FUND CLAIMS AND KENYA MEDICAL SUPPLIES AUTHORITY (Maximum Score – 35 Marks)

O	DESCRIPTION	YES/NO	REMARKS	MAXIMUM SCORE
	NATIONAL HOSPITAL INSURANCE FUND DATA AND CLAIMS			
	Vendors must demonstrate how NHIF claims will be handled to ensure no loss of revenue expected from NHIF claims			
	Bidders must demonstrate how their system will ensure integration with suppliers e.g. KEMSA. They must also demonstrate how data on pharmaceutical and non-pharmaceutical will be handled to ensure no losses of supplies.			

Function List/ Module	Brief Description	Work Flow, Functional requirements, information required on screen to carry out the function and integration	Maximum SCORE
Self-registration by patient.	Whenever a patient wants to visit a hospital, he/she will log into the system and fill all the necessary information. In case he/she is a repeat client they input a unique identifier that will pick their details.	When patient visits hospital he/she can register himself/herself. He/ She can select general or specialized OPD on the basis of his/ her symptoms. Then an OPD slip is generated and queue number is assigned. **Information Required** *a. Patient Name (First, Middle and Last); b. Date Of Birth; c. Gender; d. Location/Residence; e. Next of Kin details: Next of Kin Address and Phone Number; f. Contact/Phone Number; g. Nationality h. Marital Status; i. Service Needed - Example OPD/MCH; j. Mode of Payment - example Cash/NHIF k. Occupation; l. Religion; m. Patient ID Number; n. Blood group*	
Assisted Registration	If a patient is not able to select the appropriate OPD or if the patient is illiterate, then assistance will be provided by Reception/ registration desk.	When a patient is not able to use self-service, he/she can approach the reception/ registration desk for assisted issue of OPD registration slip by input of unique id number. **Information Required** *a. Patient Name (First, Middle and Last) b. Date Of Birth; c. Gender; d. Location/Residence; e. Next of Kin details;*	

		f. Contact/Phone Number; g. Nationality h. Marital Status; i. Service Needed - Example OPD/MCH; j. Mode of Payment - example Cash/NHIF k. Occupation; l. Religion; m. Patient ID Number ; n. Blood group; p. If Dead on Arrival (DOA), Morgue department takes over	
Medical Records		**Functional Requirements** ✓ Provides for multiple facility numbers linked to a single enterprise number. ✓ Ability to merge duplicate medical records ✓ Ability to unmerge records that have been merged. ✓ Ability to link multiple names to a record when merging records (Alias, maiden name, other name) Automatically alerts appropriate department of merged records ✓ Allows multiple users to view medical record at the same time ✓ Prohibits access to confidential patients and/or test results ✓ Ability to remove a patient from the Master Patient Index ✓ Ability to restore a patient who's been removed from the MPI Compile a list of duplicate or potentially duplicate patient accounts **Integration** Provides integration with the following applications: Registration, Patient Accounting, Scheduling, Reporting, Pharmacy, Radiology, Laboratory e.t.c. **Medical Record Tracking** ✓ Provide online inquiry into chart location ✓ Ability to sign out medical record ✓ Ability to sign out portions of a medical record ✓ Ability to bar code medical records ✓ Ability to define chart locations ✓ Ability to change chart location ✓ Provide ability to request a chart ✓ Ability to reserve a chart ✓ Print chart request in medical records department ✓ Track charts by physician ✓ Print report of all overdue charts by: Date, Location, Physician, Department ✓ Automatically notify users of overdue charts after a user-defined number of days ✓ Ability to transfer charts from one user to another without having to return the chart ✓ Print charts by location	

		✓ Ability to update chart status online ✓ Ability to view what portions of a chart are signed out ✓ Print daily chart retrieval lists ✓ Captures name of person that signed chart out ✓ Tracks correspondence reason, date needed, type of requester and comment. **Deficiency Tracking** ✓ Tracks deficiencies by physician ✓ Provides work list to track deficiencies Automatically updates work list when record completed ✓ Ability to electronically sign off on record ✓ Ability to assign delinquency status ✓ Automatically generates delinquency letters ✓ Generate hospital-defined physician deficiency, suspension, and reinstatement letters ✓ Define user-defined number of days a delinquency can be outstanding before letter is generated ✓ Ability to email and fax delinquency letters ✓ Produce user-defined delinquency aging reports **Release of Information** ✓ Print list of parties that have requested patient records ✓ Allow patients to request their name be left off of certain lists ✓ Provides patients the means to view who has looked at their records ✓ Support the ability to print or e-mail requested patient information for outside parties ✓ Ability to bill requesting organization for release of information Support Health Insurance Portability and Accountability Act (HIPAA) requirements for release of information. **Reports** ✓ Provide a log of delete and restore activity ✓ Provide a log of merge and unmerge activity ✓ Provide a log of specific changes that were made to patient data ✓ Provide a list of sealed and unsealed EMR accounts ✓ Provide an audit trail for patients' incomplete records ✓ Provide a log of user productivity in incomplete records ✓ Provide a log of on productivity related to chart location ✓ Audit trail inquiry specific to a patient account ✓ Accounting of Disclosures report Compiled report capability Report of productivity in	

		Release of Information	
Triage	Input vital signs of the patient, reviewing previous visits vital signs, capturing/reviewing of nursing notes and procedures	There will be a signage displaying triage outside each OPD. As soon as the triage nurse completes ongoing patient, a slip is generated. **Functional Requirements** ✓ Automatically incorporates current patient demographic data from previous visits ✓ Imports data from hospital system ✓ Ability to run short registration form, with user-defined fields. ✓ Provide multiple search methods to identify patient, including ✓ Ability to view patient picture online to ensure proper identification ✓ Ability to capture chief complaint upon check in ✓ Ability to identify patient status (urgent, critical, non-critical) ✓ Ability to enter minimal patient data before patient arrives (ambulance) ✓ Ability to assign room prior to patient arrival ✓ Ability to capture ER doctor ✓ Ability to generate plans of care based on patient's chief complaint ✓ Documentation on patient's vital signs ✓ Ability to review patient allergies and current ✓ Ability to capture triage notes ✓ Ability to document arrival method (walk-in, ambulance, life-flight) ✓ Ability to capture patient's emergency contact and next of kin ✓ Ability to edit registration when more information can be obtained **Information Required** *a. Blood Pressure; b. Pulse; c. Auto calculation of BMI; d. Register temperature; e. Drug and food allergies; f. Re-triage; g. Ability to assign doctor at the triage level; h. HIV done by PITC counsellors (Provider Initiated Testing & Counseling) i. Respiratory Rate; j. Pain Severity (Moderate/Acute); k. Dehydration; l. Bleeding; m. Mental Status; n. Plan of Care - Ward Admitted; o. Cardex.*	
Out-patient Department	OPD doctor/ clinician will investigate and diagnose the patient on basis of symptoms. Then doctor will specify the treatment required and advice certain precautions as needed.	There will be a signage displayed in waiting room outside each OPD. As soon as the OPD doctor/clinician completes diagnosis of ongoing patient and treatment slip is generated. **Information Required** • List of diseases • List of medical symptoms corresponding to a disease • List of Vital parameters corresponding to a disease. • Entering treatment notes	

		- Prescribed drugs are reflected at the pharmacy where they are collected by patients. - Capturing diagnosis for each patient - Patient bill is automatically updated whenever an investigation is requested or a prescription is made. - Viewing the vital signs of the patient as pre-entered by the nurse - Reviewing previous visits notes, prescriptions, investigation and patient history - Prescription of drugs, order investigation and view result once posted by the relevant departments. - Booking patients for specialized outpatient clinics - Referring patients to other facilities for specialized treatment/ handling For examination purpose, OPD doctor/clinician will carry out the following functions: *Recording patient's symptoms: Doctor/clinician will use his touch screen terminal for recording patient's symptoms through selection. Additional notes may be recorded.* Examination and Diagnosis: *Doctor/clinician records all vital parameters during examination and select disease from the list populated on the system. After diagnosis, a patient visit slip is generated, which contains details of examination, including medicines and diagnosis, tests required, outside referral, indoor referral and LP etc. as the case may be. OPD summary will be obtained from last OPD doctor/clinician.* **Functional Requirements** - A list of all patients queued to the clinics/procedure with the ability to clerk said patients - The ability to clerk complaint categories and conduct general examination - The ability to view illness history on electronic records. - Link to other departments and clinics - Customized Standard Diagnosis - ICD10 for Kenya - Biodata contained in MOH 204 A - Contain Drug Formulary - Allow prescription based on availability in pharmacy. - Place Lab/Imaging requests - Order Investigations - Review investigations results - Key in other diagnostics not listed in the	

		systems.
		• Classify under 5 as per the IMNCI (Integrated Management of Newborns and Childhood Illness) protocols.
		• Review daily workload at departmental level based on sex/number/diagnosis/referrals/admissions
		• Ability to capture information on the manual register service provision regulates.

Physician/Doctor/Clinician
- Entering treatment notes
- Prescribed drugs are reflected at the pharmacy where they are collected by patients.
- Capturing diagnosis for each patient
- Patient bill is automatically updated whenever an investigation is requested or a prescription is made.
- Viewing the vital signs of the patient as pre-entered by the nurse
- Reviewing previous visits notes, prescriptions, investigation and patient history
- Prescription of drugs, order investigation and view result once posted by the relevant departments.

MCH
- Recording work done on the specific MCH Register formats for FP,ANC,PNC,PMTCT,CWC, Immunization Register, Cancer screening Register{ VIA/VILI/HPV/pap Smear, HIV Exposed infant Register
- Generating x-ray/lab Requests when necessary
- Viewing a patient's file
- Generating daily activity registers- duly summarized
- Generating summary for the daily activities

Dental Clinic
- Recording work done on the patient – teeth/ dentures issued, extraction, bridging e.t.c
- Generating the dental department detailed daily activity register
- Generating summary statistics for the daily activities
- Billing patients for the works to be done
- Viewing revenue report for the department
- Generating x-ray request
- Generating prescriptions for medicines
- Viewing a patient's file

Physiotherapy
- Recording work done on the patient- exercises

		given e.t.c	

- Billing patients for the works to done
- Generating x-ray requests
- Generating prescriptions for medicines
- Viewing patient's file
- Generating the departmental daily activity register
- Generating summary statistics for the daily activities

Occupational Therapy

- Recording work done on the patient- exercises given e.t.c
- Billing patients for the work to be done
- Generating x-ray /lab requests
- Generating prescriptions for medicines
- Viewing a patient's file
- Generating the departmental daily activity register
- Generating summary statistics for the daily activities

Oncology Module

• Cleansing nuts for cliniqens
• Laboratory results /radiology results
• Nursing index notes
• Treatment plan sheets
• Pharmacy needs list
• Cancer registry and report generation
• ICD-O (For oncology)
• Finance-cost of services
• Phone for flu (mobile)
• Dry reactions
• Past medical/surgical history
• Past medication
• Known allergies
• Co-mobidites
• Past radiological/lab investigation

Renal Unit

Should at least allow:

- Filling of haemodialysis progress charts.
- Keeping of patients details.
- Booking / scheduling of its patients for dialysis.
- Keeping of number of patients enrolled on renal unit.
- Admission and discharge of renal patients, manually.
- Recording of absconder patients
- Keeping records of deaths of its clients
- Keeping records of referrals in and referrals out
- Keep records of dialysis sessions done and glucostix used.

| | | | **Public Health**
Able to track or give information on:
• Processing vaccination certificates for the clients
• Prevention of communication and non-communication diseases
• Food and water quality analysis and control
• Medical examination for all food handlers
• Public health law enforcement
• Disease surveillance and vaccination of preventable diseases
• Environmental (village, school, market, health, facilities) sanitation
• Pest and vermin control
• Approval of building plans and supervision of its construction
• Solid and liquid management

Eye Clinic
• Recording VA- predefined values availed
• Structured Analysis of the eye- component by component with predefined values availed
• Recording diagnosis
• Billing patients for the works to be done
• Generating x-ray/ lab request
• Generating prescriptions for medicines
• Viewing a patient's file
• Generating the departmental daily activity register
• Generating summary statistics for the daily activities
• Generating periodic statistical reports as per the OSU format(Ophthalmology Service Unit of the Ministry of Health- formerly known as DOS(Division of ophthalmology Services)

Chest Clinic Module
• Management of TB cases – Screening and reporting | |

Laboratory test requisition	Doctor or clinician can redirect patient for various lab tests.	On basis of patient's examination, OPD doctor can refer the patient for lab test through his touch screen thin client. Pathology will receive alert on basis of doctor's referral. In case that lab test is not available in that hospital, outside referral may be initiated on the system.	
		General Functional Requirements ✓ The HMIS should have an integrated laboratory module ✓ Should be able to check for Medical Necessity ✓ Ability for the lab interface to support the uploading and downloading of patient and procedure information between the Lab Information System and the analyzer ✓ Ability for the results to be automatically printed to the patient's current location and/or the resulting department ✓ Ability for the results to be user defined to auto flag as high, low, critical high or critical low using multiple criteria based on gender and/or age (years, months or days) ✓ Ability to support **Delta Checking** ✓ Ability for the system to allow for auto verification Ability to support reflex testing ✓ Ability for the system to have online result review capability ✓ Ability to have custom report capabilities ✓ Ability to have Quality Control capabilities ✓ Allow a miscellaneous test code so previously undefined tests can be ordered and charged Support retrieval of patient records by partial (e.g. first few letters of) patient last name ✓ Ability to interface with reference lab ✓ Restrict access to certain functions to authorized users ✓ Capability to modify patient results ✓ Ability to enter multiple comments for the same test ✓ Support the use of ICD-10 and (Systematized Nomenclature of Medicine) SNOMED codes ✓ Ability to interface with Pharmacy ✓ Ability to support specimen tracking ✓ Provides time, date, and User ID stamp on all transactions Incorporates patient demographic data from Admissions ✓ Ability to override result **Other Functional Requirements** a. Available Lab Tests b. Lab tests results should be available to doctor online c. Ability to link sample types to the tests d. System to generate unique Sample collection ID e. Ability to generate order forms for external lab	

		tests.	
		f. Integrate/Communicate to Lab Information System. (LIMS)	

tests.

f. Integrate/Communicate to Lab Information System. (LIMS)
g. Show stock levels - To be visible by Procurement/Management or any other approved User group.
h. Summary Reports for tests done. Daily, Weekly, Monthly, Annually or customized duration
i. Doctor/Clinical Officer referring the patient
j. Ward from which the sample is coming from
k. Ability to request for lab agents
l. Ability to review and approve lab requests
m. Ability to monitor Lab performance and revenue. (Tests per day etc)
n. Recall back sent results - With comments
o. Conditions for recalling sent results
p. Workload on the lab. (Pending Tests/Queue)
q. Progress of the test.(-Test done - Awaiting result - Results sent to doc etc)
r. Handle Walk in Client

Results Reporting
- Allow result entry both manually and via instrument interface or bar code reader
- Ability to attach free text comments to results
- Provide automatically calculations based on test results
- Display previous results for comparison
- Provide graphical display of results
- Display normal values
- Allow user to override test results
- Highlight abnormal test results
- Automatically alert providers of panic values
- Automatic rounding of results based on user-defined criteria
- Provide controls for highly classified results, such as HIV
- The system to provide Infection Control reporting
- List of Lab tests corresponding to disease
- Able to allow carrying out Haematology, Bio-Chemistry, Serology, Parasitology, Microbiology, Blood Bamic and Immunology tests
- Recording time of sample collection, time received, condition and tags
- Recording expected Turn Around Time tests ordered
- Viewing if payments have been made for any lab test ordered
- Integration with laboratory equipment for fast reporting of lab results
- Manage all lab requests (Both Internal and external)
- Filling lab results and sending back to the

		doctor
		• Receiving lab request from clinicians
		• Recording lab test done in the detailed daily activity register
		• Recording the specimens used for each investigation
		• Distributing individual tests to their respective lab sections; biochemistry, serology e.t.c.
		• Communicating the investigation findings to the clinicians
		• Generating summary statistics for the daily activities

Pathology
- Ability to assign accession numbers in a format specified by the user
- Ability to transfer a pending case into another pathologist for consultation
- Ability to generate processing labels for each phase of processing (gross, blocks, slides, etc.)
- Ability to include clinical impressions, diagnoses or other clinical data as part of the anatomic pathology record
- Ability to utilize voice recognition for entry of reports with integrated templates
- Ability to store electronic images and display them as needed and import them into patient reports as desired
- Ability to annotate embedded anatomic images
- Ability to use Microsoft Word for Pathology reporting
- Ability to use SNOMED coding Ability to sign-out with electronic signature restricted by security access

Blood Bank
- Ability to track blood products e.g. packed cells, whole blood, FFP, Cryo, Platelets, etc.
- Ability to provide (international standard for the transfer) ISBT 128 Barcode read/write capability
- Support computerized electronic cross match
- Track and display blood bank patient history when ordering
- Ability to record multiple donor types as required. For example: autologous, directed, platelets, etc
- Provide Transfusion and Transfusion Reaction capabilities

Microbiology
- Microbiology-reporting package should be designed to be a paperless module
- Ability to support Kirby-Bauer (KB) and MIC zone size and interpretation

		• Ability to support online paperless work card • Ability to capture specific source and specimen description information • Ability to define valid susceptibility results for each antibiotic • Ability to suppress reporting of certain antibiotics • Ability to have full Preliminary and Final report functionalities **Integration** Integrates with the following: Patient Accounting, Admissions, Medical Records, Pharmacy, Radiology, Emergency Department, Oncology system, Electronic Medical Record, Reporting Tools, Data Warehouse, Materials Management, Physician Practices Nursing Quality Management	

Casualty	The casualty (Emergency) department caters for emergency patients.	Emergency patients visit Casualty department. Based on roster shifts, a doctor along with nursing staff will be there to cater urgent needs of patient. Casualty doctor may record symptoms, diagnose, treat and give advice to the patient or may refer that patient to get admitted in-doors. Hospital directory including outside specialists Contact details of other civil hospitals Stock availability of medicines Bed availability in wards	
Casualty Medico-legal cases	A medico-legal case is a case of injury/ illness where the attending doctor, after eliciting history and examining the patient, thinks that some investigation by law enforcement agencies is essential to establish and fix responsibility for the case in accordance with the law of the land.	A doctor can receive a medicolegal case in any of the three ways – 1. A case is brought by the police for examination and reporting, 2. The person in question was already attended to by a doctor and a medico-legal case was registered in the previous hospital, and the person is now referred for expert management/ advice. 3. In the other instances, after history taking and thorough examination, if the doctor feels that the circumstances/ findings of the case are such that registration of the case as an MLC is warranted, he should immediately inform the patient of the same and take his consent for converting the case into MLC. After consent, the treating doctor will register that case in the Injury register.	
Medicine Prescription & Auto Indent to Pharmacy	As soon as the corresponding OPD doctor prescribes medicine, it will be automatically indented to the pharmacy against patient's name. So when patient visits pharmacy, he will get his/her medicine against his ID card without needing any slip. In case some medicine is not in stock, the doctor may order LP requisition which may be dealt further by LP section.	OPD doctor prescribes medicine to the patient through his touch screen thin client. If there is no stock availability then there will be a provision of alternate medicine. LP requisition may be issued on the system for medicines/ consumable not in stock. Dispensary will receive alert on basis of doctor's prescription. OPD discharge summary will be generated. List of medicines corresponding to diseases. Stock availability of medicines. Prompts in case of stock out. Medicine Selection and modification of standard medicine pack.	
Admission		**Registration** Captures at a minimum the following information on a patient: *Name, Age/Birth Date, Admitting Physician, Attending Physician, Service Admit, Priority, Restrict, Direct, Disclosure, Admit Date/Time, Requested Accommodation Room/Bed Employer, Employer, Address, Employer Phone, Number, Occupation, Next of Kin, Next of Kin Address and Phone Number, Relationship of next of Kin, Emergency Contact, Up to four Insurance Fields Policy, Number, Subscriber, Guarantor, Co-pay,*	

| | | *Amount, Effective Dates, Financial Class, Medicare Questionnaire- if applicable Primary Care Physician, Attending Physician, Resident Referring Physician, Other Physician, Admitting Diagnosis, Capability to add new fields* | |

Functional Requirements - Master Patient Index

- Provide multiple search criteria including: Name, Partial Name, Maiden Name, Alias, Social Security Number, Medical Record Number,
- Ability to specify MPI search levels for your organization.
- Identify potential duplicate records through date of birth or ID number, etc.
- Automatically update MPI when new information entered.
- Capability to view patient's address and phone number before selecting patient
- Information already captured on a patient defaults in when patient selected.
- Provide reports identifying duplicate ID numbers, etc.
- Display critical care indicators when selecting a patient- such as patient's allergies.
- Information is shared from previous visits at other facilities throughout the County-*Future option
- Automatically assign a medical record number for patients not in the system
- Provides both a facility-specific medical record number and an enterprise number
- Ability to merge duplicate medical records
- Automatically assigns new account number for each visit.
- Allows administrator to define required fields
- Provides online insurance e.g. NHIF eligibility checks
- System flags pre-authorization requirements
- Provides quick registration form with minimal data
- Ability to pre-register patients
- Ability to enter frequently used default postal codes
- Ability to change insurance for current visit without affecting future appointments.
- Provide bad debt warning
- Capability to collect co-pay at time of registration
- System can print receipts
- Provides Medical Necessity checks Automatically prints ABN upon failed medical necessity check
- Supports unlimited physicians
- Ability to schedule recurring patients.
- Supports registration with minimal data

		• Supports workman's compensation visits without affecting future appointments not covered under workman's compensation	
		• Automatically generates face sheet, card and bracelet upon registration.	
		• Ability to view information on patient referrals and automatically deplete visits upon registration	
		• Ability to cancel registrations	
		• Ability for authorized users to edit registrations	
		• Capability to transfer patient from outpatient to inpatient without having to re-enter data	
		• Information captured during registration is available in real-time throughout the enterprise.	
		• Can restrict users to view only	
		• Can view patient pictures online at the point of registration	
		• Ability to place outpatient in a bed without charging for the room	
		• Supports recurring patients without having to reenter data at each visit	
		• Ability to view patient history.	
		• Print outpatients by service, By department.	

Functional Requirements - Admissions
- Provides online bed board updated in real time
- Ability to print patient census on demand
- Ability to assign beds based on patient preference
- Conflict checks when assigning beds, (assigning male patient to female bed)
- Alerts users of rooms in need of cleaning
- Capability to reserve bed
- Allow currently occupied bed to be reserved for future use
- Capability to designate beds for certain types of patients
- Ability for authorized user to override room assignments
- Ability to transfer patients without having to re-enter data
- Captures reason for transfer
- Captures separate rates for different rooms (public, private, semi-private)
- Does not charge private room rate for patients that request semi-private when only private rooms are available
- Ability to print census by nursing station
- Ability to set rooms aside for observation patients
- Ability to bill observation patient rooms by the hour
- Ability to admit observation patient to a room

		- Ability to automatically admit newborns with mother's information defaulting in. - Ability to readmit a patient that was accidentally discharged - Ability to assign patient to overflow bed if room is occupied - Print census by physician - Print census by religion and/or parish - Allow patient to be removed from patient list or religion list to meet HIPAA requirements - Print list of unoccupied beds per unit - Ability to swap beds - Ability to assign patient a confidential or VIP status - Assign confidential status to all patients with a specified disease or within a specified location. - Restrict access to confidential patients to only authorized personnel - Ability to view bed status of other facilities within the enterprise - Allows user to edit admission time - Capability to toggle between admissions screens - Print labels at time of admission - Captures length of stay and warns user when patient is nearing end of LOS **Functional Requirements - Patient Discharge** - Ability to update or cancel pending discharges - Ability to edit patient discharge - Ability to view patient information on-line following discharge - Ability to re-admit discharged patient under same account - Ability to schedule follow up appointments following discharge - Ability to place outpatient orders during discharge - Provides daily list of patients with pending discharge - Can print list of pending discharges by nursing station - Notify housekeeping following patient discharge - Print discharge list for recurring outpatients - Ability to backdate discharge - Bed board updated upon patient discharge - Automatically notify appropriate departments of cancelled discharge **Functional Requirements - Bed Tracking** - Ability to provide a departmental and enterprise wide, real-time patient tracking board. - Ability to provide a bed number view that can be configured to allow patient name to be viewed	

		- Ability to provide a bed number view that can be configured to allow medical record number to be viewed - Ability to provide a bed number view that can be configured to allow visit number to be viewed - Ability to provide a bed number view that can be configured to allow insurance number to be viewed - Ability to provide a bed number view that can be configured to allow patient type to be viewed - Ability to provide a bed number view that can be configured to allow patient age to be viewed - Ability to provide a bed number view that can be configured to allow patient gender to be viewed - Ability to provide a bed number view that can be configured to allow a patient's requested accommodation type to be viewed - Ability to provide a bed number view that can be configured to reflect any clinical requirement for a patient, such as isolation, oxygen, etc. - Ability to provide a bed number view that can be configured to allow leave of absence status to be viewed - Ability to provide a bed number view that can be configured to allow Case Mix Group (CMG) to be viewed - Ability to provide a bed number view that can be configured to allow an alternate level of care indicator to appear - Ability to provide a bed number view that can be configured to allow patient expected discharge date/LOS to be viewed - Can provide a bed number view that can be configured to allow patient confidential status to be viewed - Can provide a bed number view that can be configured to allow patient visitor status to be viewed - Can provide a bed number view that can be configured to allow admitting diagnosis to be viewed - Can provide a bed number view that can be configured to allow patient's medical service to be viewed - Can provide census information to be viewed through the Bed number - Can provide an "off service" placement to be indicated through the Bed number - Can provide multiple facilities to be viewed through the Bed number - Ability for the Bed number to display Pending Transfers - Ability for the Bed number to display Pending Discharges	

		• Ability for the Bed number to display Emergency Registrations • Ability for the Bed number to indicate if a patient has expired • Ability for the Bed number to support blocking beds for periods of time. • Ability for the Bed number to improve the management of housekeeping functions • Can notify management teams if beds are not filled within a pre-determined amount of time • Ability for the Bed number to notify housekeeping teams of the would be status • Ability for the Bed number to help to predict bed shortages • Automated bed number function to display current occupants including: Nursing unit, room, accommodation type, occupied beds, patient sex, and special conditions. • Supports Admission-Discharge-Transfer (ADT) linkage for accurate patient tracking • System supports transport management, including Transport specifications, assignments, productivity reporting etc. • Describe your system's provide a warning device observation nearing the 23 hour. • Ability to review floor layout plans with patient names. **Integration** Admissions integrate with the following systems: Patient Accounting Nursing Pharmacy Order Management Laboratory Scheduling Data Warehouse Electronic Medical Record Radiology ED Systems Operating Room Physician Office Systems Medical Records Physician Systems Quality Management Abstracting Reporting Tool Oncology system	
IPD Doctor's Examination and Advice	On basis of examination and/or investigation, OPD doctor can refer a patient to get admitted in ward. The recommendations on case file will be captured by nursing staff. He/she should be able to refer to another ward or operation theater. The availability of these facilities will	**Work Flow and System Requirement** ✓ OPD doctor assigns ward to patient. ✓ He/she will be able to see bed availability and demand bed for the patient. ✓ Approval process for bed allotment will be initiated. ✓ Patient visits corresponding ward and get admitted. ✓ Doctors visit corresponding ward according to roster. ✓ During each visit case sheet of that patient is updated. ✓ Doctor may prefer lab test, other investigations or may advice certain prescription to the patient. ✓ After doctor's visit, the above details are required to be filled by nurses in nursing desk.	

	be visible and workflow may be initiated from the ward.	✓ The workflow of referral may be initiated on doctor's advice.
		✓ For examination purpose, OPD doctor will carry out the following functions:
		  i. Recording patient's symptoms: Doctor will use his touch screen terminal for recording patient's symptoms through selection. Additional notes may be recorded using e-pen.
		  ii. Examination and Diagnosis: Doctor records all vital parameters during examination and select disease from the list populated on the system through his touch screen/ thin client. After diagnosis, a patient visit slip is generated, which contains details of examination, including medicines and diagnosis, tests required, outside referral, indoor referral and LP etc. as the case may be. OPD summary will be obtained from last OPD doctor.
		
		Other Functional Requirements
		  a) Inpatient Registration/ Admission
		• Registration / Admission of new inpatients to wards
		• Revisiting previously discharged inpatients
		• Modification of patient's bio data and other particulars by the records I/C
		• Summary listing of registered patients/Daily inpatient Register
		
		  b) Inpatient Clerking
		• Capturing the inpatient's notes using freehand (Use Handheld Tables)- thereby completely eliminating the need for paper based files for inpatients.
		• Each patient should automatically assigned an electronic file with all the relevant data capture forms availed.
		• Booking a patient for theater operation(s)
		• Doctor saves their work in a central server with the digitized data entry forms in the universal pdf format- thus handheld tablets do not remain with the patient's data
		• Stored files can be retrieved and edited through the handheld tablets
		• Stored files can be printed by relevant personnel
		• Generates daily bed returns report for each ward
		• Alerts raised for absconding patients
		• Alerts raised for neglected patients (not attended to for a specified period)
		
		  c) Inpatient Billing
		• Generating patient's bills
		• Updating existing patient's bills	

- Reversing an entire patient's bills – administrative
- Printing patient invoices

Functional Requirements - Surgery
- Provides centralized and de-centralized scheduling
- Supports block scheduling, with each surgeon having reserved blocks and time ranges for each appointment
- Provide ability to override blocks
- Ability to assign multiple surgeons to a case
- Ability to schedule multiple rooms (exam, recovery, admission)
- Ability to schedule non-physician staff (anesthesiologists, scrub nurses, RNs)
- Allow user to select from list of authorized surgeons
- Ability to schedule equipment
- Ability to update resources assigned to a case
- Ability to list equipment as unavailable and prevent scheduling when down for maintenance
- Restrict scheduling of Operating rooms for specific surgeries.
- Allow users to define how much information they want captured and displayed on a patient
- Provide color coded graphical display listing available time slots
- Ability to view daily/weekly schedule by: Surgeon Exam room Department Anesthesiologist Other staff member
- Ability to reschedule appointments through dragging and dropping
- Automatically locate next available time slot
- Maintain a surgery waitlist
- Tracks duration for each appointment Use's surgeon's average case time when scheduling cases
- Ability to move cases if resource becomes unavailable
- Ability to attach orders to procedure
- Ability to include comments for OR staff
- Provide resource conflict checks
- Ability for authorized users to override conflict checks
- Provide ability to swap cases Include reason for cancellation
- Set rooms aside for specific procedures
- Ability to cancel surgeries
- Ward wise bed Availability with specialty.
- List of admitted patients, Ward wise availability of beds OT day-wise schedule
- Availability of Stock of medicines/ equipment/

		linen etc **Functional Requirements - Inpatient Clinical** • View all available beds • Admit patient to specific bed via the system • Carry out bed and ward transfer • Allocate bed and nursing care charges based on the bed occupied • Add continuation notes • Add clinical notes • Send laboratory and radiology requests for patient • Schedule theatre operations for patient • Discharge patient via the system and automatically generate discharge summary • Record and track patient's general observation chart • Update patient's bill as drugs/services are administered • Finalize bills and automatically generate patient's medical bill report.	
Nursing Desk and Duty Roster Nurses	There is a nursing desk in each ward inside the hospital which will cater to all the needs of IPD patients. There will be a roster for nurses, by which nurses will be assigned shifts for monitoring the progress of patient's health. Nursing care - The ability to take down nursing notes - nursing care plan, cardex, partograph, vitals monitor and the fluid balance chart - in addition to the ability to request lab tests Shift summary - The ability to write the shift summary report during shift change in the wards Minor theatre queue - A list of all minor	**Work Flow** Nursing desk will have diversified workflow in accordance to needs: Registration of Patient to wards and allocating beds. Updating doses completion status Lab test requisition Drug requisition from pharmacy Duty roster preparation for nurses On the basis of wards and bed allocation, nurse's duty roster is prepared by chief matron. Nurses visit ward according to roster shifts. During each such visit, case sheet history of that patient is updated. **Integration** System is integrated with the following: Pharmacy, Electronic Medical Record, Order Management, Dietary, Physician's Practices Emergency Department Surgery, Radiology, Admissions, Patient Accounting, Provides Adhoc reporting too **Basic Information Required** Bed status; Doses chart for every patient; Pharmacy stock status; List of Nurses; Ward details; Lab test ID; Medicine ID; Entering doctors/clinician prescription; Nurse ID and Ward No. shift **Functional Requirement - Clinical Care Documentation** • Supports multi-disciplinary documentation • Allows for bedside point of care documentation	

| | procedures prescribed within the facility with the ability to administer them

View Patient History on Electronic Medical Records | on mobile devices
• All documentation includes User ID and date/time stamp
• Can back date documentation time
• Documents vital signs, I & O, weight, medication, etc.
• Ability to view lab results
• Provides drill down capabilities
• Documentation updates patient's chart in real time
• Supports multiple documentation methodologies
• Provide summary list of patient allergies, medications and diagnoses
• Ability to customize view by provider
• Provides capability to edit notes
• Flags abnormal vital signs
• Capability to access input and output results
• Ability to view Radiology images and reports
• Provides electronic signature capability to sign off on results
• Ability to define required fields
• Ability to create user-defined flow sheets
• Ability to graph results
• Captures information from bedside monitors Ability to send charges to billing
• Ability to document patient goals
• Generates outcome variance reports from charting
• Capability to customize screens
• Capability to enter new allergy information and update a patient'' medical record
• Authorized users can view documentation at any time
• Capability to generate canned text
• Capability to document History and Physical (H & P) Examination
• Capability to update progress notes
• Alerts clinicians of overdue charting
• Provides support for touch screen
• Supports voice recognition
• Ability to document wound appearance and drainage
• Ability to standardize wound descriptions via canned entries
• Ability to attach appended entry to note
• Can generate patient lists by clinician.
• Viewing of documentation is restricted by user
• User-defined viewing format (chronological, reverse chronological, by problem, by discipline)
• Documentation includes clinical decision support
• Updates care plans based on documented problems | |

		• Can print documentation by shift, day, week, month, and upon discharge • Provides patient tracking and documents with time. • Uses a color-coded display View 24-hour snapshot of patient results • Allows caregivers to prioritize tasks on work list • Work list alerts staff of situations or potential problems requiring attention • Documents all medications and allergies on an online • Medication Administrative Record Captures insulin history for diabetic patients **Functional Requirements - Critical Pathways** • Clinical pathways include interdisciplinary orders • Orders and outcomes entered generate entries on the Kardex • Supports multi-disciplinary critical pathway • Critical pathways are user definable • Expected outcomes will auto-complete when charted as met and be rescheduled when charted as not met • Integrated with Order Entry System • Can document against variances to critical pathway • Variance reporting includes LOS, procedure, diagnosis, DRG, providers, type of variance, and source of variance. • Can edit critical pathways **Functional Requirements - Discharge Planning** • Automatically generate prescriptions upon discharge • Capability to document patient education • Ability to print patient discharge instructions • Ability to print drug monographs • Ability to schedule follow up appointments • Ability to review all patient information online at time of discharge • Ability to produce user-defined checklists • Ability to print patient surveys upon discharge **Functional Requirements - Medication Administration** • Provides interaction checks upon medication administration including: Drug-drug Drug-Allergy Duplicate Drug Drug-food • Provide ability for authorized users to override warning • Notifies clinician of abnormal lab results and/or vital signs prior to medication administration. • Allow for rules-based logic. • Automatically calculates dosage based on	

		patient's age, height, weight, and BSA.
		• Offers bar-coding of medications and patient wrist bands to verify prescriptions at patient's bedside Charts one-time doses
		• Documents over the counter medications Capability to document IV volume, drip rates, additives and type
		• Ability to place orders on hold
		• Ability to administer medications on a set or alternating schedule
		• Ability to document reason why a medication was not administered
		• Ability to provide add notes that can be viewed upon administration
		• Support interfaces with dispensing systems Capability to print patient's online MAR on demand
		Functional Requirements - Care Planning
		• Contains user defined patient assessments
		• Assessments may include patient problems, treatments, vital signs, medications, outcomes, allergies, and dietary information.
		• Captures patient demographic data from patient's medical record Capability to view patient's medications
		• Capability to view patient's clinical history
		• Captures patients' dietary order and restrictions
		• Can access care plans from throughout the organization from any workstation.
		• Captures patient's primary care, attending, and consulting physicians
		• Captures procedures to be performed during specified shift
		• Captures patient allergies
		• May add special precautions to plans of care Provides discharge planning and patient education Includes pre-op procedures
		• Provides capability to view all active orders
		• Can individualize plans of care by patient
		• Vendor provides standard plans of care based on national benchmarks
		• Can base focus of plan of care on outcome
		• Supports both single and multi-disciplinary plans of care
		• Provides critical pathways
		• Can combine two of more plans of care
		• Allows identification of problems and expected outcomes
		• User can correlate critical path activities with length of stay
		• Users have access to treatment plans from previous treatments
		• System generates work lists by provider

		• New orders can be flagged on work lists • Problems can be added to care plan based upon response to an assessment • Ability to determine which interventions should appear on the Cardex • Ability to display and print patient Cardex • Plans of care can be generated based on initial assessment using standard treatment protocols • Incorporate lab results into plans of care • Ability to modify treatments • Ability to maintain interdisciplinary plan of care by NANDA • Ability to discontinue portion of care plan once resolved • Ability to assign target dates to plans of care Logs changes made to plan of care • Ability to enter free text information for interventions • Supports unlimited standard plans of care • Capability to copy and paste plans of care
Doctors ward assignment	Doctors are assigned to particular wards for periodical checkup of ward's patient.	Doctor's duty roster is prepared by Sr. DMO. The wards and bed are allocated to the doctors. Doctors visit corresponding ward according to roster. During each visit patient history is updated. List of Doctors, Doctors availability, Status, Ward details, Doctor ID Ward No. Shift
Bed Status and Allocation	Admission requisition can come from OPD doctor or casualty doctor.	Ward requisition alert comes from OPD doctor or casualty doctor. Patient will visit corresponding ward's nursing desk for registration. Nurse will assign bed to the patient.
Ward Management Module		**Functional Requirements** • Provide a list of patients admitted, with the ability to assign them to the wards • Ability to allocate, change beds and bill inpatients • Ability to admit those patients who have not been clerked • A list of all inpatients in various wards. • Cardex observation of vital signs. • Drug Request • Store requests • Link to other departments (Imaging, Lab, Pharmacy etc) • Digital Cardex and all charts needed for nursing care. • Access lab results • Provide Nurse care plan • Provide Daily Bed Return • Theatre List/Queue/Calendar • Discharge Plan • Booking Theatre/Imaging/Lab etc

		• Provision of Doctor's remarks • Kitchen Requests	
Patient Parameters Monitoring	Through nursing desk, each patient's parameters can be monitored, and in case parameters are abnormal, it is reported to concerned doctor.	Each patient's parameters are monitored through nursing desk by the shift nurse. In case of any abnormalities, it is alerted in nurse terminal and later communicated to concerned doctor. Bed wise patient's vital parameters and Doctor ID	
Discharge and referral	During periodical check up in ward by doctor, if doctor finds patient in better condition, then the patient may be advised for discharge. During periodical check up in wards, if the doctor feels that the patient should be transferred to any other specialty hospital, then referral process is initiated by the authorised personnel and approved by the treating doctor.	Doctor may advise patient for discharge during periodical checkup in ward. In case of referral, a memo is given to the patient.	
Pharmacy Module	Strives to continuously maintain and improve the medication management and pharmaceutical care of patients to the highest standards in a hospital setting.	**General Requirements** • Ability to define following fields: Weight, Height, Age, Physician, Store all orders on-line for a user-defined number of years. • Supports remote locations. • Ability to support physician order entry and medication review, along with Electronic Signature for processing medication orders. • Ability to document medications using on-line MAR and at bedside using bar-code technology. • Support HL7 interfaces to Dispensing Machines. • Support processing of outpatient and employee prescriptions. • Ability to run reports based upon lot numbers associated with patients in order to generate recall lists • Ability to enter text to be reviewed by pharmacy users. • Support long-term care facilities. Integrated functionality between Pharmacy and HMIS system allows for seamless flow of information. • Checks for physician and/or resident DEA number when ordering.	

| | | - Provides inventory for central pharmacy substances room and satellite pharmacies.
- The ability to raise and dispense drug orders against prescriptions
- The ability to categorize drugs
- The ability to view drug stock levels
- System should display available stock
- Provide monthly workload report
- A summary of drug consumption according to age - Under five and over five
- Customizable summary reports
- Re-order Level status colors
- Expiry of drugs reports
- Malaria Drugs Report
- Consumption per department Reports
- Individual Drug Consumption report
- Decline dispensing when stock is out
- Ability to request for drugs from pharmacy store
- Ability to review and approve drug requests from store
- Anti-biotic/Drug category consumption report
- Allow drugs to be received from other providers other than KEMSA/MEDS
- The ability to raise stocks and flow of commodities from receipts to end users - Like a stock control bin card.
- Ability to monitor Pharmacy performance and revenue.

Functional Requirements
- **Patient Information**
- Lookup record by: Name, Partial name, Medical Record, Location, Room, RX number, Account number,
- Ability to access previous visit information to carry forward onto new record.
- Ability to view user-defined patient profile.
- Reporting capabilities for user-defined patient group. Produce departmental transfer and discharge lists as requested

Functional Requirements - Ordering
- Ability to define which orders are required for review vs. which orders are required for verification.
- Display orders needing to review by user-defined criteria.
- Ability to program stop order warning and print if required.
- Ability to flag stop order warnings electronically to the responsible physician.
- Renewal of patient orders flagged.
- Allow for free text changes to drug identifier. | |

		• Check for duplicate orders using various user defined criteria: Duplicate class, Duplicate generic, Duplicate ingredient, Can shut off duplicate order check. • Order data changed during the ordering process. • Check dosage using various parameters including: Physical makeup of patient IBW vs ABW, Dose dependent on weight, Dose dependent on BSA, Dose independent of weight and/or BSA ,Various orders supported: Med orders, Chemotherapy, Large Volume IV's, Alternating IV, TPN, Piggyback IV's, Medications from Home, Compound Medications, Medications with different strengths using combined forms Medication Protocols, Standing Orders. • The following are displayed during ordering: *Trade name, Generic name, Date and Time of Order, Order Type, Directions, Associated times, Stop date (if identified), Additional comments, Medication support provided for discharged patients.* • Allows all patients' orders to be placed on hold for specific reasons. Adverse drug reactions posted at time of order entry. • Captures life-time dosage of medications. **Functional Requirements - Profiles** Various profile types defined including: Inpatient, Outpatient, Staff defined, Maintain patient name, patient medical record #, sex, height/weight. Maintains: Patient birthdate, Account number, Physician Allergies, Drug name (generic and trade), Dose, Ordering physician, Maintain Medication Administration Data below: Nurse administering medication, Units administered (including PRN) Instructions for administer times, Doses missed, Medication categories accepted (ex. Scheduled/routine daily, IV's, PRN's), Ability to manipulate sort order of profile Provides following on IV label: Patient Start time, Solution and volume, Time to run Drip rate, Initials of pharmacist/technician that compounded solution. Administration instructions, Expiration dates, Provides condensed IV patient profile, Free text field Provides pre-programming of common IV solutions into code order entry system. **Functional Requirements - Medication Administrative Reports (MAR)** • Provides ability to use electronic means for documenting administration of medication. • Ability to print multiple day formatted MAR for manual administration at end of this section for those who are not using eMAR yet.	

		• Provides capability to monitor drug administration once unit enters administration record into the system.
		• System prompts for additional user-defined capture of information at the point of administration

Output/ Printing
- Provides following on IV label: Patient Start time, Solution and volume, Drip rate Initials of pharmacist/technician that compounded solution, Administration instructions, Expiration dates, Free text field for additional comments, Ability to print MARs to specified locations.
- Ability to define number of labels to print.
- Ability to tailor format of: Labels Reports MARs Profiles Order Detail information

Functional Requirements - Cart Fill
- Provides online cart fills.
- Support cart fill for single or multiple days.
- Calculate cart fill based on prior fill.
- Cart fill list/screen includes: Patient Drug Dose – Strength/Quantity, Age, Cart filler name/cart checked by Total units dispensed
- Provides list of total units for cart fill.
- Medication fill lists for patient care stations which decrease inventory.
- Provides IV processing list including supplies needed for the IV orders for that day.
- Satellite cart fill locations available.

Functional Requirements - Medication Processing
- Online remote access to processing screens allowing for quick updates of medication/IV information
- User-defined abilities to process medications
- Processes include but are not limited to: D/C, Cancel, Move med to new account, Place on Hold, Change to outpatient Rx for Pass meds, Edit IV Rate, Edit next dose due

Functional Requirements - Reporting
- Monthly and annual distribution reports including stats and expense reports for individual patient care units available.
- Drug utilization statistics reports available by: Drug, Physician, Service, Location, Workload Statistics allow you to track and print workload using various selection ranges and sort criteria.
- Drug adverse reactions and interactions reports available.
- Patient profile and specific drugs by patients or

		patients by drug printout available. • Reports available based upon access throughout the enterprise. • Information provided to patient care unit includes: Medication Administration • Records, Nursing Station Worksheets, Renewal Notice List, Expired Rx List, Patient Monographs, Floor stock reports provided. • Provides the following exception reports: Stop orders, Productivity statistics, Low inventory Slow moving inventory items, Inventory Usage Reports, Annual inventory count lists, User-friendly ad-hoc reporting capability. **Functional Requirements - Quality Control** • Medication errors tracked. • Adverse drug reactions tracked and reported. • Monitors online drug interactions, allergic reactions and incompatibility. • Provides monitoring for drug utilization review by physician, service, patient or diagnosis. • Track changes or additions to orders by users. • Patient Monitoring Reports include: Progress Notes, IV status report, Override Interactions Report, Microbiology Report, MAR Variance Report	
Payment Module		**Function Requirements** • View invoices whether generated automatically or created manually with the ability to process payments, request refunds, create invoices and print invoices • Ability to process and account for and allocated imprest expenditure to its appropriate expense accounts • Provide summarized and detailed cashier collection report • A list of all debtors and their corresponding debt with the ability to print a debtor's statement of account • Ability to process waivers – at least three users must approve this requests. • Provide a list of all creditors with the ability to print a creditor's statement of account. • Creditor aging report - A list of aged debt balances • Current inpatient - A list of all inpatients with their current bills • Assign cashiers to shifts • Cashiers Shifts reports - Individual and cumulative shifts • Individuals Transactions statement • Report of cancelled receipts • Ability to separate source of revenue as per MOH standards (NHIF, Linda Mama etc)	

- Indicate mode of payment (NHIF/Mobile/Card/bank deposit)
- Integrate various payment options (Mobile/Banks/Digital Money transfer)

Functional Requirements - Account Access and Management
- Multiple lookups into patient account, i.e. name, guarantor, social security, medical record number, ID number, etc.
- Unique account number assigned to every visit, independent of medical record numbering.
- Supports the establishment of new accounts by retrieval of MPI information.
- Ability to create new accounts with minimal data. Information from previous visits automatically populates appropriate fields.
- Provides one central location where billers and collectors can access information on a single account Provides online view of all transactions on an account
- Provide complete online access to guarantor financial history
- Provide capability for authorized users to make edits to account.
- Provide an audit trail of all changes made to an account i.e. patient demographics, financial, and insurance information.
- Allows for user defined required fields Support central or decentralized billing office.
- The Billing and Accounts Receivable application is integrated with the Registration and HMIS applications providing for a decrease of redundant data entry.
- Provide the ability to purge accounts on user defined parameters.
- Allow accounts to be reinstated. Ability to merge accounts if duplicate accounts are created.
- Accommodate multiple insurance payers on a single patient account.

Functional Requirements - Charge Processing
- Provide a charge master file and charge numbering system for use by all facilities and locations.
- Online access and updating to the charge master with appropriate audit trail and security.
- Accommodate multiple prices for individual charge master file entries with effective dates for each line item price. Support mass price changes.
- Perform across the board price adjustments by department, by percentage within department.
- Ability to handle multiple Current Procedural

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Terminology (*CPT*)/Healthcare Common Procedure Coding System (*HCPCS*) codes per charge item.

- Produce Medicare Advanced Beneficiary Notice and notify billing if form has been signed or not. Automatically generate room and bed charges
- Automatically generate charges from Order Entry and Nursing applications. Automatically generate charges for standard services i.e. Admission Kit. Provide online real-time batch charge entry.
- Capture late charges and automatically bill based on user defined time cycle.
- Restrict the cancellation or reversal of charges to authorized personnel.
- Provide the ability to automatically transfer outpatient charges to an inpatient account based on pay or requirements when a patient is admitted within 24 or 72 hours of the initial service across facility.
- Allow charges to be overridden based on access.

Functional Requirement - Patient Billing
- Support billing for a variety of patient care delivery settings, including acute hospital, hospital outpatient, emergency room, clinic, surgery center etc.
- Allow users to determine and have flexibility over billing cycles based on guarantor, patient, or other user-defined criteria.
- Ability to edit claims online prior to submission.
- If all necessary information has not been completed, bill automatically drops on a user's worklist.
- Allows for billing holds for incomplete data or other user-defined criteria. The system generates reports for bills placed on hold.
- Compliant with ANSI transaction sets to provide the ability to receive and process bills and remittances via EDI with or without the use of a clearinghouse.
- Provide the ability to generate UB-92 claims, HCFA/AMA, 1500 and any other mandated billing forms based on insurance and or payer master.
- Allow variations of each form based on payor reporting requirements.
- Automatically produce interim bills.
- Automatically generate final bills, as defined by user.
- Produce bills upon demand.
- Provide for the display of detail on patient statements.
- Provide flexible statement messages and letters.

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		• Track the number of payments, adjustments and collection activities to an individual bill. • Ability to calculate and post interest charges to a patient accounts. • Automatically produce split bills. • Determines patient deductibles and co-payment amounts. **Functional Requirements - Cashiering and Collections** • Allow both online and batch posting of payment and adjustment transactions. • Support electronic remittance. • Ability to transfer payment to another account. • Support multiple cashiering sites with separate cash draws, receipts, and balancing functions. • Generate cash balancing reports. • Ability to record number and amount of payments received. • Ability to process and report on returned checks. • Allows for the creation and use of contracts for patients who enter into a payment plan with the hospital. • Provide for credit and collection notifications for problem accounts during registration. **Functional Requirements - Accounts Receivable** • Automatically generates queues of accounts requiring follow-up activities. • Produce revenue reports. • Support the generation of patient refund checks. • Age the AR. • Maintain user defined aging categories. • Produce procedure count and volume reports. • Generate on-demand trial balance reports. • Ability to capture insurance pending or denial codes and messages for each patient account. • Ability to process small balances. • Ability to control the number of days that a zero-balance account remains active and automatically write off the zero-balance account based on user-defined intervals. • Provide for automated and manual recording of all collection activity. • Ability to support an unlimited number of contracts. **Functional Requirements - ACCOUNTS PAYABLE Invoice Entry and Processing** • Provide flexible invoice entry online and batch entry. • Prohibit duplicate entry of identical invoice. • Provide batch controls over: Number of invoices	

			amount KES, Account hash totals GL code	
			• Bring forward materials management purchase order number.	
			• Allow entry of invoices for current accounting period before closing of last accounting period.	
			• Accept entry of invoices for distribution in future accounting periods.	
			• Process credit and debit memos.	
			• Allow for default vendor data to reduce keying during invoice entry.	
			• Support online invoice approval.	
			• Allow entry of invoice data in summary or line-item data format.	
			• Provide online audit trail identifying who entered or edited an invoice along with the date and time of transaction.	
			• Allow entry of multiple invoices for one vendor on single screen.	
			• Ability to store and retrieve invoices electronically.	
			• Allow to specify/override for 1099 category by vendor.	
			• Ability to include/ exclude line items for 1099. After month end close, ability to accrue invoices to previous month until final close.	
			• Allow for setup of separate companies/entities with differing check run schedules, bank accounts, reporting, etc.	
			• Provide ability to automatically compute payment due dates.	
			• Calculate discounts and discount dates automatically.	
			• After scheduling payments, provide for manual confirmation before check generation when/if required.	
			• Allow for online automatic matching of invoices to purchase orders and receiving documentation before payment can be authorized.	
			• Support user-defined tolerances in invoice reconciliation process.	
			• Target discrepancies with easy-to-read exception reports	
			• Resolve discrepancies through exchange of cost/quantity change information with Accounts Payable	
			• Ability to automatically hold invoice processing for a vendor.	
			• Receive Invoice Electronically.	
			• Ability to edit invoice dollar amounts Recurring invoices to help manage recurring vendor payments	
			• Ability to add or remove vendor payments and invoices from any payment schedule	
			• Automatic calculation of vendor discounts,	

		based on payment terms
		- Ability to create checks within payments process screen - Immediate access to complete vendor, invoice, and transaction information - Extensive selection criteria, providing the ability to search for invoices and checks based on specific needs - Complete invoicing and check management capabilities - Produce an audit trail of all entries affecting the general ledger. - Allow ability to establish separate GL accounts for sales tax and use-tax, freight, miscellaneous, cash accounts, etc. - Online Invoice and Check Inquiry. Support automatic check reconciliation process. - Allow for the use of credits for future purchases. **Functional Requirements - Reporting** - Provide for automatic generation of 1099's. - Batch Control Listing Tax Reporting - Report all master file changes. - Vendor History reporting - Error and Exception Report Departmental Invoice - Aging Report - Cash Requirements Projection by: Day, Week, Month, Quarter, Semi-Annual Check Register Reports (including outstanding checks) - Check reconciliation report - Rporting and all forms - Expense Distribution Report - Vendor history report. **Integrated** with General Ledger, Materials Management, Fixed Assets, Payroll, and Decision Support System
Radiology Module	The Radiology module caters to services such as x-ray, CT-Scan, MRI scanning, ultra sound, etc. The scheduling of radiology resources is possible. The system stores all the result details of various tests and makes a report based on the test results. The	**Work Flow and Functional Requirement** At the registration counter of Radiology Department, Patient should get registered for the test. Then a slip is generated containing Waiting List number. Through dashboard the patient will be notified of his turn. Radiologist manually checks the test reading. Then the test reading is entered in the system Radiology test report can be accessed by corresponding wards and OPDs. Patient can also access test report through web. **Functional Requirement** List of available imaging solutions (CT,

	Radiology module starts with the receipt of online requests from doctors. Whenever the X-Ray equipment is not Digital Imaging and Communications in Medicine (DICOM) compliant, the test result needs to be manually entered by concerned person and is approved by the radiologist X-Ray test report is generated and dispatched to corresponding wards and OPDs. Patients can also access test report through web.	Mammography, General X-ray, Orthopantomogram etc) • System should capture template based notes for the tests • Facility to index files to the Electronic medical records • Support image processing tools and Picture Archiving System. • Images backup system • Integrate with radiological information systems - Standard Encoding Formats. • Provide full integration with electronic patient record • Ability to search for patient by patient name, orders number, film number, medical record number, SSN, physician, date of service. • Ability to view online list of scheduled exams • Ability to create unique exam identifier numbers • Provide online access to clinical information, including lab, pathology, and pharmacy. • Ability to see online exam status • Ability to track patients by arrival time, exam time and departure time. • Ability to track turnaround time statistics. • Real time updating of electronic medical record • Allow users to view current and past orders from any PC • Supports online Master Patient Index • Ability to document patient wait time **Scheduling** • **Capability to schedule:** Physicians, Technicians, Radiologists, Rooms, Equipment, Other resources • **Capability to schedule**: Multiple exams, Multiple facilities, Multiple resource, Checks for proper exam sequence, Checks against duplicate exams, • Provides conflict checks that factor in preparation time and procedure duration. • Provides conflict checking for staff and other resources, • Flags problems when scheduling multiple exams, • Automatically finds next available time for inpatient and/or outpatient. **Print schedules by**: • Room, Radiologist, Technician, Nursing station, Department, Equipment, Patient. • Provides capability to designate times when staff, rooms, equipment, etc are not available. • Allows overriding of schedules with appropriate access.	

		• Allows multiple exams to be scheduled from one screen Allows booking of appointments at other facilities based upon patient's need and preferences from a single process screen. • Offers role-based security • Can schedule from multiple departments from a single source. • Capable of printing reminder letters, cancellation notices, follow-up questionnaires and other notifications • Letters can incorporate patient information • Provides reminders for f/u procedures based upon user-defined time frame • Provide continuous follow-up, based on user-defined intervals until issue resolved. • Tracks ongoing communication with follow up patients • Provides online inquiry of patient-related information including: Orders, Results, Patient history, Patient demographic data, Transcribed reports, Patient location, Retains patient's scheduled appointment information in an on-line mode for a user specified date range. • Ability to review comments from order entry • Ability to schedule a series of appointments • Ability to schedule for up to a year in advance • Ability to schedule for all types of procedures (inpatient, outpatient, ER) • Provide the capability to override the automated schedule. • Provide the capability to quickly review on-line schedules using different views. Day, Week, Month, Room, Equipment, Patient. • The ability to print, e-mail, or fax appointment notices • Ability to enter orders from scheduling screen, Record and track: Patient arrival times Exam begin/end time Patient departure time Exam/film repeat reason, Patient no shows, Cancel appointment with redefined list of cancellation reasons, Tracks cancellations along with reason. • Tracks no shows automatically, • Provides allergy interaction checks (patient allergic to dye), • Automatically routes required paperwork to appropriate department, • Provides alerts for patient conflicts (pregnancy), • Ability to identify length of time for a procedure. **Order Entry and Procedure Tracking** • Ability to generate orders based on the procedure/exam scheduled. • Ability to tie orders to appointments	

			- Ability to identify order priority - Ability to flag order time conflicts to ensure correct order sequence - Automatic flags using rules-based logic can be set to identify duplicate orders, inappropriate procedures and conflicts reducing the potential for errors. - Ability to perform medical necessity checks prior to patient having the procedure - Procedures can be started, and completed by technologists by using a scanner to read a barcoded exam ascension number on the paper requisition - Documents supplies used during the exam - Ability to automatically capture charges associated with supplies and send to billing. - Ability to charge patient when procedure is complete Captures technologist that performed the exam - More than one technologist can be recorded - Can record and track quality assurance and quality control data for each exam, such as number of repeats, reason for repeats, etc. - Documents adverse patient incidents - Quickly review all exam activity through online exam log for area of interest to determine what's been completed/ - Ability to track wait times - Ability to capture procedure-specific technologist workload. **Image Management** - Provide an online film tracker - Track films that have been signed out, with reports for all late returns - Send automatic reminder letters for outstanding films after a hospital-defined number of days - Capability to track films via barcoding. - Prints pull slip in medical records. - Allow films to be signed outside the organization - Ability to sign out films and jackets - Ability to reserve films that have not yet been returned - Ability to transfer films from one party to another - Ability to print labels for films and film jackets - Ability to interface with PACS systems to: View images online View images from any workstation Link transcribed reports to associated images **Results** - Access results from electronic medical record Sign off on results using electronic signature - Incorporates canned text into reports	

		- Incorporates schematics - Integrates with Microsoft Word - Provides spell checking - Automatically populates fields with demographic data - Print reports by: Patient,, Physician Department, Procedure, Alert physicians of unsigned reports and deficiencies - Enable rapid online signature of unsigned reports - Transcription capabilities Provides communication between physicians and transcriptionists - Provides integration with voice recognition system. - Ability to automatically update order status upon entering results - Ability to automatically direct reports to the right location - Ability to route reports to any printer in the network - Ability to print results on demand - Ability to hold results for viewing prior to them being reviewed and verified - Ability to track follow up for abnormal results **Reporting** - Monitors lifetime exposure to radiation - Allow radiologists to view all unsigned reports under their name - Provide quality assurance reporting - Easy mechanism to analyze film repeat/reject reasons - Provide productivity reporting Produce daily log of exams - Provide audit reporting - Provide customizable ad-hoc reporting tool - Print list of patients requiring follow-up - Report physician utilization by type of exam, patient type, and total exams - Real-time on-line report viewing - User friendly method to customize reports - Ability to add reports to custom menu - Automatically tracks accuracy statistics - Ability to maintain reports online for a user-defined period of time - Ability to print monthly and yearly statistics - Generate workload statistics by physician, radiologist, technician, facility, equipment, etc. **Inventory Control** - Ability to interface to central supply - Ability to track film supplies	

| | | | Ability to automatically decrement stock levels based on usage Incorporates bar code technology in supply room Ability to automatically place charges for supplies used Provide auto re-stock notification when supplies fall below user-defined level. Tracks equipment maintenance **Charge Capture** Charges placed according to user-defined intervals Provides integration with billing for automatic charge capture Allows for exam retakes without duplicating patient charges Allows for discounts by patient type Ability to check charges per patient or for the whole day Ability to track department financial data Allow for independent radiologist billing **Image Viewing** Should be interfaced to a PACS system The Radiology application should automatically transmit patient information to the PACS system. Radiology should automatically submit patient exam information to the PACS system to set pre-fetch function. Radiology should automatically transmit result interpretations to the PACS system. The PACS image should be viewed within electronic medical record. | |

Fixed Assets		**Functional Requirement**	
		• Asset Acquisition, Management, and Retirement	
		• Assign asset number automatically,	
		• Maintain and edit the following information for each asset; *Corporate entity, Funding type, New vs. used indicator, Old and new capital for Medicare reporting, Property type, Recovery class for ACRS depreciation, Tag number, Serial number, Cost, Location, Description, Purchase date, In-service date, GL account number, Depreciation expense account number, Depreciation method, Book life, Disposal date, Disposal method, Salvage value, Project number, Vendor number, Invoice number, PO Number ,Support user-defined fields in asset master file.*	
		• Maintain historical asset data.	
		• Support on-line inquiry of asset's purchasing, financial, depreciation, and tax information.	
		• Ability to purge sold assets.	
		• Provide the ability to easily copy one asset to another.	
		• Provide the ability to transfer assets between entities and locations.	
		• Support the tracking of leased assets.	
		• Maintain cost of improvements to existing assets. Support mass edit changes	
		• Provide the ability to retire assets fully or partially.	
		• Support reinstatement of retired assets.	
		Depreciation	
		• Automatically calculate depreciation at month-end.	
		• Support straight-line depreciation method.	
		• Support sum of years' digits depreciation method.	
		• Support Accelerated Cost Recovery System (ACRS) depreciation method.	
		• Support flat rate depreciation method.	
		• Allocate depreciation expense to specified cost centers.	
		• Provide the ability to calculate life-to-date depreciation for an asset.	
		• Provide the ability to backdate assets for the purpose of catching up on depreciation	
		• Provide the ability to distribute depreciation across multiple accounts.	
		• Provide ability to change assets depreciation method.	
		• Provide the ability to use multiple depreciation schedules.	
		• Project depreciation expenses for the current year, future year, and life of asset.	
		Reports	
		• Print detailed asset master file report.	

		• Print asset transfer report. • Print asset disposition/retirement report • Print depreciation report • Print depreciation projection report • Print tax reports • Print physical inventory report • Replacement cost reports **Construction in Progress** • Ability to track construction in progress projects. • Allow for revision tracking. • Ability to track budgeted amounts over time and against project budget **Asset/Equipment Maintenance** • Have specifications, warranty and purchasing information • Able to create work orders and requisitions directly from the equipment hierarchy • Warranty management alerts users when work orders are entered • Ability to link any type of document to equipment and work orders • Ability to pre-plan work orders for • Preventive Maintenance • Changes to equipment operating status (out of service/in service) starts/stops • Preventive Maintenance work • Ability to easily build job plans from completed work orders • Ability to link parts from an inventory query directly to work orders • Ability to create requisitions directly from work orders • Ability to track all repair and maintenance costs • Budgets for projects can be specified at the work order, task and sub-task level • Use Work Breakdown Structure (WBS) for tasks and sub-tasks to handle complex projects	
General ledger	Provides ability to maintain separate chart of accounts for multiple entities (medical facilities, etc.) Maintains General Ledger for	• Allows for unlimited ledgers • Allows for user-defined calendar period • Includes ability to maintain multiple fiscal calendars • Multiple users may have access to the General Ledger at a time • Allows for user defined tables • Provides online inquiry, input, and modification of ledger • Provides online inquiry into historical transaction details • Chart of Accounts includes beginning date, end date, account type, and category type.) • Allows for user-defined expense and revenue	

	multiple types of services (acute care, ambulatory care, nursing, physicians practices, long term care)	allocation rules • Ability to enter journal entries for future posting • Provides real time balancing of General Ledger • Provides detailed audit trails of all general ledger transactions • Provides user-defined account number structure • Provides ability to rename existing account numbers • Automatically flags inactive accounts to prevent further posting • Provides the capability to merge/unmerge accounts • Ability to store a data for a user-defined period of time • Allows for different coding structures for different chart of accounts • Ability to separate transactions by revenue category • Supports entry of multiple journal entries • Provides for recurring journal entries • Ability to post directly to fund balance • Ability to create financial statements • Ability to preview financial statements prior to account closing • Ability to create financial statement forecasts • Supports daily automated posting and balancing from multiple financial applications • Provides report of transactions that did not post • Ability to generate multiple transactions from a single entry • Ability to define real and adjusting accounting periods • Prevents double entry of accounts • Ability to print reports in user-defined format • Ability to print chart of accounts by account number and cost center • Provides for automatic validation of account numbers • Automatically rejects invalid entries • Supports entry of journal entries to prior and future periods • Ability to calculate accrual entries • Allows for entry of manual journal entries • Provides role-based security • Ability to support inter-company transfers • Ability to allocate amounts to user-defined accounts based on user-defined allocation rates • Ability to accommodate multiple preliminary closes at both the fiscal year level and accounting period level • Ability to summarize and total sub accounts across departments • Maintain a deleted and added account number list	

| | | with activity for the current fiscal year
• Provide support for accrual journal entries with automatic reversal

Reports
• Print detailed income statements
• Print detail general ledger/ chart of accounts
• Print month-to-date journal entries
• Generate reports by corporation, facility, department, and division
• Print detail trial balance
• Print detailed master log
• Print account detail/summary
• Print period comparison
• Ability to generate and print journal vouchers
• Print detailed expense report by department
• Capability to generate reports on demand
• Limit reporting capabilities to only authorized users
• Restrict users by corporation/facility/department
• Provide ad hoc report capabilities
• Ability to create user-defined reports

INTEGRATION
Provides integration with: Fixed Assets, Patient Accounting, Accounts Payable, Budgeting, Materials Management, Payroll | |
| **ORDER MANAGEMENT** | Orders are updated in real time | Ability to place orders and capture results for: Pharmacy, Laboratory, Radiology
Ability to view patient clinical data including: Vital signs, Progress notes, Care plans, On-line MAR, Diagnostic images, Allergies, Visit History Provides integration with report writing tool Interfaces with voice recognition and transcription software

Order Entry
• Allows for future orders to print on specified day
• Provides the ability to suspend or cancel an order
• All orders are date and time stamped and include user's ID
• Capability to place orders for both inpatients and outpatients
• Ability to place orders upon scheduling
• Ability to copy orders from previous orders Includes on-line help screens
• Ability to define required fields for an order
• Ability to enter order duration
• Ability to limit order entry to authorized users based on patient
• Allows users to place orders on hold
• Ability for authorized personnel to modify orders
• Automatically notifies appropriate staff of order modification
• Ability to place charges during order entry | |

		• Ability for ancillary staff to enter pending orders that need to be signed by authorized personnel • Provides electronic signature capability • Supports verbal orders Supports co-signer • Automatically notifies physicians of orders requiring signature • Ability to select items from drop down menu • Allows users to page forward and backward between orders • Ability to define order sets based on diagnosis or procedure • Ability to create new order sets from existing order sets • Physicians have the flexibility to create their own order sets • System automatically flags duplicate orders • Provides drug and allergy interaction checks • Ability to create discharge orders • Ability to view patient orders by department, facility, site, etc.. • Allows for recurring orders • Automatically discontinues recurring orders upon patient discharge • Ability to prioritize orders (STAT) Ability to scan items using bar code reader • Automatically depletes items from stock upon order entry • Ability to review patient information when placing orders • Allow entry of orders for multiple departments from a single screen • Displays previous results on order screen • Displays patient's current and discontinued orders • Provides audit trail of who entered, modified, or cancelled an order • Orders are automatically sent to radiology, laboratory, pharmacy, and ancillary departments • Provides capability to include free text comments • Provides the capability to place orders from patient's bedside using mobile devices • Provides ability to place orders remotely. • Ability to print orders at nursing station or within ancillary departments • Provide the ability to print all orders by patient • Ability to capture organization-defined information at time of order entry • Provides on-line help screens to assist with ordering process	
MATERIALS MANAGEMENT		Provides integration with the following modules: Admissions, Patient Accounting, Surgery, Order Management, Laboratory, Report Writer General Ledger	

		Purchasing	
		• Support online entry and editing of purchase orders and requisitions	
		• Support automatic assignment of purchase order numbers	
		• Ability to accommodate both stock and non-stock requisitions	
		• Support inquiry of open and closed purchase orders	
		• Ability to identify a project or reference number on a PO	
		• For stock items, the system will create automatic purchase orders and bring PO quantities up to PAR levels	
		• Hold purchase orders until approval for purchase	
		• Allow for multiple purchase requisitions for one vendor into one purchase order	
		• Allow for standing purchase orders	
		• Allow for blanket purchase orders	
		• Maintain audit trail for purchase orders	
		• Allow tracking of due dates	
		• Ability to add free text notes to PO	
		• Ability to assign multiple vendors per item	
		• Track back orders and print back order status report	
		• The system supports multiple levels of sales tax	
		• Ability to amend purchase order details	
		• Allows user to create multiple types of standard purchase orders with pre-defined profiles	
		• System allows for the identification of urgent orders.	
		• Provides the capability to print purchase orders in batch mode	
		• Allows users to copy a previous purchase order to create a new order	
		• Automatically generates unique purchase order number by order type	
		• Allows users the capability to create a change request	
		• Provides capability to track change orders Ability to track prices by facility	
		Receiving	
		• Automate all receiving transactions	
		• Purchase order data may be recalled using vendor name or PO number	
		• Provide ability to communicate receiving problems to purchasing and/or accounts payable	
		• Support procedures for handling stock-less or just-in-time supply items	
		• Support the use of bar codes in receiving functions	
		• Provide option for blind receiving (order quantities are hidden from receiver)	
		• Provide ability to receive items in multiple units of	

			measure	
			• Ability to perform vendor analysis	
			• Allows users to ship to multiple warehouses from one purchase order	
			• Allow users to print receipts in batch or on demand	
			• Provides online access to view receipts	
			• Provides ability to place receipts on hold	
			• Provides capability to return damaged goods to suppliers, adjust open quantities for stock items returned, and generate return slips.	
			• Provide ability to generate replacement orders	
			Inventory Control	
			• Support bar code technology	
			• Support hand-held devices	
			• Support an exchange/PAR stock supply system	
			• Automatic ABC classification of inventoried stock	
			• Maintain current inventory quantities in real time when items are issued, returned, received or transferred.	
			• Track and report on separate inventories in multiple locations	
			• Compute and report on EOQ.	
			• Calculate inventory item cost using the average cost method	
			• Calculate inventory item cost using the FIFO method	
			• Support conversion from units of purchase to units of issue	
			• Maintain inventory vital statistics (return rates, inventory on hand, number of PO's processed…)	
			• Print bin location labels	
			• Print bar code labels	
			• Print pick lists	
			• Allow departments to order supplies on-line and print requisition at inventory locations	
			• Print stock status report	
			• Provide audit trail of all adjustments to inventory	
			• System calculates and suggests maximum and minimum re-order amounts	
			• Allows authorized users the ability to edit reorder quantities (maximum and. minimum).	
			Contract Management	
			• Allow for input of contracts	
			• Alert purchasing of a contracted item	
			• Print bid sheet	
			• Provide contract reports	
Morgue			• Morgue Admission - A list of all bodies received in the morgue with the ability to receive and release them	
			• The ability to change the cabinet to which a body has been assigned	

		• The ability to issue default billable items which will accrue daily until a body is released • Report Mortalities - A list of all deaths certified through the system • Provide a report of released bodies. • Capture the various categories of bodies sources - Police/Hospital • Flag overstayed bodies (With aging details) • Police source bodies to indicate Next of Kin	
Kitchen Module		• Ability to create/update menus • Ability to process menu requests • Ability to request for kitchen consumables from main store • Provide reports on consumption of various products. • Ability to formulate diet sheet • Ability to request commercial nutrition • Therapeutic feeds/nutrition • Record Food Rationing	
Dashboards module		• Real time dashboards for different management levels – decision, executive, operational and technical levels • Customizable dashboard widgets • Default Charts - Patients, Drug levels etc	
Internal Communication		• Group Texting for Internal Communication • Instant Messaging • Screen Sharing between doctors	
Security Requirements		• Use of SSL/TLS for encryption of data-in-transit. • Multi factor authentication. (SMS) • Data encryption using a minimum of RSA256	
Legal requirement and Licenses		• Open licenses to add unlimited users, branches/hospitals and any other module. • The system should conform to the Kenya Data Protection Act of 2019.	
Human Resource		• Ability to manage employee register • Ability to process leave • Ability to manage payroll data • Provide reports for various indicators eg. Contracts, staff on leave, staff establishment and returns	
Reports		• Extensive reports on any data captured in the system. The reports must also be uploaded to partner supported systems • Reports related to clinical data with MOH standards • Dashboards and analytics for top management reports • System should have inbuilt report and chart designer • Audit trail reports	
System Architecture		• Web Based System • Backend – open for bidders	

		• Frontend – Open for bidders • Hosting - Scalable application • Android/iOS apps. (Approval Features/Dashboards/Reports) • Automatic Backups - Every 2 Hours • Local backup Once per day	
			100

11.0 PAYMENT SCHEDULE

	DETAILS	NUMBER OF CERTIFICATES	CERTIFICATE ISSUED BY	PERCENTAGE OF PAYMENT
1.	Supply and installation	TWO	Director of ICT	20
2.	Implementation and Customization	THREE	Director of ICT and Director of revenue	40
3.	Testing and Maintenance	TWO	Director of ICT	40

TECHNICAL EVALUATION 4: HARDWARE EQUIPMENTS (Maximum Score – 10 Marks)

Specifications For Desktop Phone

Type	Digital Cordless Phone
Frequency Band	4G/3G/2G
Language	Multi-language
Product name	4G LTE Fixed Wireless Phone
Frequency	LTE B1/3/7/20/28/38/39/40/41,WCDMA B1/2/5/8,GSM B2/3/5/8
Display	8′ IPS TFT,1280*800 pixels 5 points Capacitive Touch Lens
HD voice	VOLTE
Operating System	Android 8.1
Camera	12 Million Pixel,can rotate up and down, can turn off by hard swithc
Memory	1GB RAM+8GB FLASH,,Ext. TF(micro SD) Card
WIFI	2.4G WLAN b/g/n,wifi hotspot
Warranty	2 Years

Technical Specifications For Customized Server

quantity	description	Conformity	
		Yes	No
1	DL380 Gen9 8SFF CTO Server		
1	Factory integrated		
1	Europe - Multilingual Localization		
1	DL380 Gen9 E5-2640v3 FIO Kit		
1	DL380 Gen9 E5-2640v3 Kit		

quantity	description	Conformity	
1	Factory integrated		
1	16GB 2Rx4 PC4-2133P-R Kit		
1	16GB 2Rx4 PC4-2133P-R Kit		
1	16GB 2Rx4 PC4-2133P-R Kit		
1	16GB 2Rx4 PC4-2133P-R Kit		
1	16GB 2Rx4 PC4-2133P-R Kit		
1	16GB 2Rx4 PC4-2133P-R Kit		
1	16GB 2Rx4 PC4-2133P-R Kit		
1	16GB 2Rx4 PC4-2133P-R Kit		
08	Factory integrated		
1	1.2TB 6G SAS 10K 2.5in DP ENT SC HDD		
1	1.2TB 6G SAS 10K 2.5in DP ENT SC HDD		
2	Factory integrated		
1	Smart Array P440ar/2G FIO Controller		
2	Rdnt 2m,10A,C13-C14 Jmpr Cord		
2	Factory integrated		
1	2U SFF Easy Install Rail Kit		
2	Factory integrated		
1	500W FS Plat Ht Plg Pwr Supply Kit		
2	Factory integrated		
2	OV for DL 3yr 24x7 FIO 1 Svr E-LTU		
1	3yr Foundation Care 24x7 Service		
1	ProLiant DL380 Gen9 Support		
1	Installation and Startup Service		
1	Startup 300 Series OS SVC		
1	Rack Hardware Kit		
1	Factory integrated		
1	3.6kVA 200-240V 20out WW bPDU		
1	3.6kVA 200-240V 20out WW bPDU		
1	Factory integrated		
1	3.6m 16A C19 EU Pwr Cord		
1	Factory integrated		
1	600mm Rack Stabilizer Kit		
1	Include with complete system		
1	Air Flow Optimization Kit		
1	Include with complete system		
1	42U 1075mm Side Panel Kit		
1	Factory integrated		

quantity	description	Conformity	
1	9000 Series Ballast Option Kit		
1	Factory integrated		
1	Installation Service		
1	Rack and Rack Options Installation		
2	CP Svc Proliant + ConvergedSys Trng		

Specifications For Desktop Computer.

Motherboard	Row
Memory	16 GB DDR4-3200 MHz RAM (2 x 8 GB)
Memory & Storage	16 GB memory; 1 TB HDD storage
Internal Storage	1 TB 7200 rpm SATA SSD
Processor Type	Intel Core i7
Processor	Intel® Core™ i7-1165G7 (up to 4.7 GHz with Intel® Turbo Boost Technology, 12 MB L3 cache, 4 cores, 8 threads)
Graphics	Integrated
Graphics Card	Intel® Iris® Xe Graphics
I/O Ports	2 SuperSpeed USB Type-A 5Gbps signaling rate; 2 USB 2.0 Type-A; 1 HDMI-out 1.4; 1 headphone/microphone combo; 1 RJ-45
Expansion Slots	2 M.2 (1 for SSD, 1 for WLAN)
Network Interface	Integrated 10/100/1000 GbE LAN
Wireless	Realtek RTL8821CE-M 802.11a/b/g/n/ac (1x1) Wi-Fi® and Bluetooth® 4.2 combo
Memory Card Device	HP 3-in-1 memory card reader
Dimensions	54.08 x 20.45 x 40.93 cm
Power Supply Type	90 W Smart AC power adapter
Keyboard	USB white wired keyboard
Input Devices-Mouse	USB white wired mouse
Webcam	HP True Vision 720p HD privacy camera with integrated dual array digital microphones
Software	Windows 11 Pro

Specifications For Laptop

TECHNOLOGY	DETAILS
Finish	Space gray

Chip	• 10-core CPU with 8 performance cores and 2 efficiency cores
	• 32-core GPU
	• 16-core Neural Engine
	• 400GB/s memory bandwidth
	
	• Media engine
	   o Hardware-accelerated H.264, HEVC, ProRes, and ProRes RAW
	   o Video decode engine
	   o Two video encode engines
	   o Two ProRes encode and decode engines

Display	Liquid Retina XDR display
	• 16.2-inch (diagonal) Liquid Retina XDR display; 3456-by-2234 native resolution at 254 pixels per inch
	XDR (Extreme Dynamic Range)
	• 1,000,000:1 contrast ratio
	• XDR brightness: 1000 nits sustained full-screen, 1600 nits peak (HDR content only)
	• SDR brightness: 500 nits
	Color
	• 1 billion colors
	• Wide color (P3)
	• True Tone technology
	Refresh rates
	• ProMotion technology for adaptive refresh rates up to 120Hz
	• Fixed refresh rates: 47.95Hz, 48.00Hz, 50.00Hz, 59.94Hz, 60.00Hz
Memory	• 32GB unified memory *Configurable to 64GB*
Battery and Power	• Up to 21 hours
	• Up to 14 hours wireless web
	• 100-watt-hour lithium-polymer battery
	• 140W USB-C Power Adapter
	• USB-C to MagSafe 3 Cable
	• Fast-charge capable with included 140W USB-C Power Adapter
Storage	• 1TB SSD *Configurable to 2TB, 4TB, or 8TB*
Charging and Expansion	• SDXC card slot
	• HDMI port
	• 3.5 mm headphone jack
	• MagSafe 3 port
	• Three Thunderbolt 4 (USB-C) ports with support for:
	o Charging
	o DisplayPort
	o Thunderbolt 4 (up to 40Gb/s)
	o USB 4 (up to 40Gb/s)
Display Support	Simultaneously supports full native resolution on the built-in display at 1 billion colors and:
	• Up to two external displays with up to 6K resolution at 60Hz at over a billion colors (M1 Pro) or
	• Up to three external displays with up to 6K resolution and one external display with up to 4K resolution at 60Hz at over a billion colors (M1 Max)

	Thunderbolt 4 digital video output - Native DisplayPort output over USB-C - VGA, HDMI, DVI, and Thunderbolt 2 output supported using adapters (sold separately) HDMI digital video output - Support for one display with up to 4K resolution at 60Hz - DVI output using HDMI to DVI Adapter (sold separately)
Video Playback	- Supported formats include HEVC, H.264, and ProRes - HDR with Dolby Vision, HDR10, and HLG
Audio Playback	- Supported formats include AAC, MP3, Lossless, FLAC, Dolby Digital, Dolby Digital Plus, and Dolby Atmos
Keyboard and Trackpad	Backlit Magic Keyboard with: - 78 (U.S.) or 79 (ISO) keys including 12 full-height function keys and 4 arrow keys in an inverted-T arrangement - Touch ID - Ambient light sensor - Force Touch trackpad for precise cursor control and pressure-sensing capabilities; enables Force clicks, accelerators, pressure-sensitive drawing, and Multi-Touch gestures
Wireless	Wi-Fi - 802.11ax Wi-Fi 6 wireless networking - IEEE 802.11a/b/g/n/ac compatible Bluetooth - Bluetooth 5.0 wireless technology
Camera	- 1080p FaceTime HD camera - Advanced image signal processor with computational video
Audio	- High-fidelity six-speaker sound system with force-cancelling woofers - Wide stereo sound - Support for spatial audio when playing music or video with Dolby Atmos on built-in speakers - Spatial audio with dynamic head tracking when using AirPods (3rd generation), AirPods Pro, and AirPods Max - Studio-quality three-mic array with high signal-to-noise ratio and directional beamforming - 3.5 mm headphone jack with advanced support for high-impedance headphones
Operating Requirement	- Line voltage: 100V to 240V AC - Frequency: 50Hz to 60Hz - Operating temperature: 50° to 95° F (10° to 35° C) - Storage temperature: –13° to 113° F (–25° to 45° C) - Relative humidity: 0% to 90% noncondensing

	- Operating altitude: tested up to 10,000 feet - Maximum storage altitude: 15,000 feet - Maximum shipping altitude: 35,000 feet

TECHNICAL EVALUATION SUMMARY SCORE TABLE

Technical Evaluation	Score
Performance criteria	15
Revenue Collection and Management System	40
Hospital Management Information System	35
Hardware Equipment	10
Grand Total	**100**
Pass Mark	**80**
Due Diligence	**Due diligence will be carried out after the recommendation of the evaluation committee**

10.   Personnel

The Tenderer must demonstrate that it will have the personnel for the key positions that meet the following requirements:

No.	Position	Information System Experience *[Specify specific experience requirement for the key positions]*
1		
2		
3		
…		

The Tenderer shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Tendering Forms.

11.   Subcontractors/vendors/manufacturers

Subcontractors/vendors/manufacturers for the following major items of supply or services must meet the following minimum criteria, herein listed for that item:

Item No.	Description of Item	Minimum Criteria to be met
1		
2		
3		
…		

Failure to comply with this requirement will result in rejection of the subcontractor/vendor.

In the case of a Tenderer who offers to supply and install major items of supply under the contract that the Tenderer did not manufacture or otherwise produce, the Tenderer shall provide the manufacturer's authorization, using the form provided in Section IV, showing that the Tenderer has been duly authorized by the manufacturer or producer of the related sub system or component to supply and install that item in Kenya. The Tenderer is responsible for ensuring that the manufacturer or producer complies with the requirements of ITT 4 and 5 and meets the minimum criteria listed above for that item.

SECTION IV - TENDERING FORMS

1.   **FORM OF TENDER**

Date of this Tender submission.........................
 ITT No.: ....
Alternative No.: ....
To: ....

a)   **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with Instructions to Tenderers (ITT 8);

b)   **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;

c)   **Tender-Securing Declaration:** We have not been debarred by the Authority based on execution of a Tender-Securing Declaration or Tender Securing Declaration in Kenya in accordance with ITT 4.8;

d)   **Conformity:** We offer to provide design, supply and installation services in conformity with the tendering document of the following: [*Supply, installation, customization, testing and maintenance of an integrated revenue collection and hospital information management system]*

e)   **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is:

Total price is:

Discounts: The discounts offered and the methodology for their application are:

   i)   The discounts offered are:

   ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

g)   **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS ITT 19.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS ITT 23.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

h) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;

i) **One Tender per Tenderer:** We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender (s) as a Joint Venture member, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 13;

j) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not in eligible under Laws of Kenya or official regulations or pursuant to a decision of the United Nations Security Council;

k) **State-owned enterprise or institution**: [*select the appropriate option and delete the other*] [*We are not a state- owned enterprise or institution*]/ [*We are a state-owned enterprise or institution but meet the requirements of ITT 4.7*];

l) **Commissions, gratuities and fees**: We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

m) **Binding Contract**: We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and

o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of the Tenderer: _____

p) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent Tender Determination" attached below.

q) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethical Conduct for Persons Participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from ***www.pppra.go.ke*** during the procurement process and the execution of any resulting contract.

r) We, the Tenderer, have fully completed and signed the following Forms as part of our Tender:

   i) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.

   ii) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.

   iii) Self-Declaration of the Tenderer–to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.

   iv) Declaration and commitment to the code of ethics for Persons Participating in Public Procurement and Asset Disposal Activities in Kenya. Further, we confirm that we have read and understood the full content and scope of fraud and corruption as in formed in **"Appendix1-Fraud and Corruption"**

attached to the Form of Tender.

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: _____

Title of the person signing the Tender: _____

Signature **of the person named above**:_____

Date signed _____ **day of** _____2023.

(1) **TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE**

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV.* Tenderer is further reminded that it is an offence to give false information on this Form.

a)   Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (*postal and physical addresses, email, and telephone number*) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (*postal and physical addresses, email, and telephone number*) of state which stock exchange	

General and Specific Details

b) **Sole Proprietor,** provide the following details.

Name in full_____Age_____

Nationality_____Country of Origin_____

Citizenship _____

c) **Partnership,** provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) **Registered Company,** provide the following details.

(i)   Private or public Company _____

(ii) State the nominal and issued capital of the Company

Nominal Kenya Shillings (Equivalent)...

Issued Kenya Shillings (Equivalent)...

(iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

e) **DISCLOSURE OF INTEREST - Interest of the Firm in the Procuring Entity.**

i)   are there any person/persons in…………………… (*Name of Procuring Entity)* who has/have an interest or relationship in this firm? Yes/ No………………………

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

f) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name_____

Title orDesignation_____

_____   _____

(Signature)   *(Date)*

1) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the_____*[Name of Procuring Entity]* for:_____*[Name and number of tenders]* in response to the request for tenders made by: _____*[Name of Tenderer]* do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of_____*[Name of Tenderer]* that:

i). I have read and I understand the contents of this Certificate;

ii). I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;

iii). I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;

iv). For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:

   a) Has been requested to submit a Tender in response to this request for tenders;

   b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;

v). The Tenderer discloses that [check one of the following, as applicable]:

   a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;

   b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

vi). In particular, without limiting the generality of paragraphs (5) (a) or (5) (b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   a) prices;

   b) methods, factors or formulas used to calculate prices;

   c) the intention or decision to submit, or not to submit, a tender; or

   d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;

vii). In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5) (b) above;

viii). The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph(5)(b) above.

Name_____

Title_____

Date_____

_____

[Name, title and signature of authorized agent of Tenderer and Date]

(3) SELF-DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/ TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I, ……………………………………., of Post Office Box ……………………………… being a resident of ………………………………….. in the Republic of ……………………………. do hereby make a statement as follows: -

1.   THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ………...…………………………….. *(insert name of the Company)* who is a Bidder in respect of **Tender No.…………………** for……………………. *(insert tender title/description)* for……………………. *(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2.   THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3.   THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

………………………………….   …………………………………..   ………………………
(Title)   (Signature)   (Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I, ...of P. O. Box.. being a resident of …………………………………. in the Republic of..do hereby make a statement as follows: -

1.   THAT I am the Chief Executive /Managing Director/ Principal Officer/ Director of………................. ....………………………… *(insert name of the Company)* who is a Bidder in respect of **Tender No. …………………..** for ……………………. *(insert tender title/description)* for ……………… *(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2.   THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and /or employees and /or agents of……………………. *(insert name of the Procuring entity)* which is the procuring entity.

3.   THAT the aforesaid Bidder, its servants and /or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/ or employees and/ or agents of……………………. *(name of the procuring entity).*

4.   THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5.   THAT what is deponed to here in above is true to the best of my knowledge information and belief.

…………………………………….   …………………………………….   ………………………
(Title)   (Signature)   (Date)

Bidder Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I .... (person) on behalf of *(Name of the Business/Company/Firm*) …………………………………………………. declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal activities in Kenya and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory…...................………………………………………….

Sign………..……...............................

Position……………………..………...………………

Office address……………………………………........................……. Telephone……………………………….

E-mail……………………………...….................…………

Name of the Firm/Company…………………………….......................…...…......

Date……………………………………………………...…..

(Company Seal/ Rubber Stamp where applicable)

Witness

Name……………………………………………………...

Sign……………………………………………………...

Date……………………………………………………..

4) APPENDIX 1 - FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act, 2015 (the Act) and the Public Procurement and Asset Regulations, 2020 (the Regulations) and any other relevant Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

2.2 Section 66 of the Act describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below high light Kenya's policy of no tolerance for such practices and behavior:

i) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;

ii) Adperson referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;

iii) Without limiting the generality of the subsection (1) and (2), the person shall be: -

    a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or

    b) if a contract has already been entered into with the person, the contract shall be voidable;

iv) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;

v) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
    a) Shall not take part in the procurement proceedings;
    b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
    c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

vi) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;

vii) If a person contravenes sub section (1) with respect to a conflict of interest described in sub section (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

2.2 In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

    a) Defines broadly, for the purposes of the above provisions, the terms:
        i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v) "obstructive practice" is:

1) Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

2) acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.

b) Defines more specifically, in accordance with the Act, provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal processor the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

c) Rejects a proposal for award[1] of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

d) Pursuant to the Act and the Regulations, the Procuring Entity may recommend to PPRA for sanctioning and debarment of a firm or individual, as applicable under the Act and the Regulations;

e) Requires that a clause be included in the tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect[2] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

f) Pursuant to Section 62 of the Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/ will not engage in any corrupt or fraudulent practices.

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[1] For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in A consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

[2] Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/ audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies there of as relevant; accessing and examining any other documents ,data and information (whether in hard copy or electronic format) deemed relevant for the investigation/ audit, and making copies there of as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

PRICE SCHEDULE FORMS

Notes to Tenderers on working with the Price Schedules

1.1 General

The Price Schedules are divided into separate Schedules as follows:

1. Supply, Installation, Customization, Testing And Maintenance Of An Integrated Revenue Collection And Hospital Information Management System Grand Summary Cost Table

2. Customized Computer Server, Desktop Computers, Laptop Computer and Desktop Phone Cost Summary

3. Recurrent Cost Tables (s)

1.2 The Schedules do not generally give a full description of the information technologies to be supplied, installed, and operationally accepted, or the Services to be performed under each item. However, it is assumed that Tenderers shall have read the Technical Requirements and other sections of these tendering documents to ascertain the full scope of the requirements associated with each item prior to filling in the rates and prices. The quoted rates and prices shall be deemed to cover the full scope of these Technical Requirements, as well as overhead and profit.

1.3 If Tenderers are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Tenderers in the tendering documents prior to submitting their tender.

2. Pricing

2.1 Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Tenderer. As specified in the Tender Data Sheet, prices shall be fixed and firm for the duration of the Contract.

2.2 Tender prices shall be quoted in the manner indicated and, in the currencies, specified in ITT 18.1 and ITT 18.2. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these tendering documents.

2.3 The Tenderer must exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of tenders has passed. A single error in specifying a unit price can therefore change a Tenderer's overall total tender price substantially, make the tender noncompetitive, or subject the Tenderer to possible loss. The Procuring Entity will correct any arithmetic error in accordance with the provisions of ITT 32.

2.4 Payments will be made to the Supplier in the currency or currencies indicated under each respective item. As specified in ITT18.2, no more than _two foreign currencies_ may be used.

1. **Supply, Installation, Customization, Testing And Maintenance Of An Integrated Revenue Collection And Hospital Information Management System Grand Summary Cost Table**

		[Kenya shillings]
1.	Supply and installation,	
2.	Customization	
3.	Testing	
4.	Maintenance	
5.	Cloud Hosting	

Name of Tenderer: _____

_____ Date _____

Authorized Signature of Tenderer:

2.   Equipment

Costs MUST reflect prices and rates quoted in accordance with ITT17 and

Line Item No.	Item	Quantity	*Unit Price*	*Total in Kenya shillings*
1	Customized Server	01		
2	Laptop	01		
3	Desktop	10		
4	Desktop Phones	10		
SUBTOTALS				
TOTAL (To Grand Summary Table)				

Note: - indicates not applicable. "Indicates repetition of table entry above. Refer to the relevant Supply, installation, customization, testing and maintenance Cost Sub-Table for the specific components that constitute each Subsystem or line item in this summary table

Name of Tenderer:_____

_____Date_____

Authorized Signature of Tenderer:

3. Recurrent Cost Summary Table

Costs MUST reflect prices and rates quoted in accordance with ITT 17 and ITT18.

Line Item No.	Subsystem / Item	Recurrent Cost Sub-Table No.	[Kenya shilling] Price
1.	Customization		
2.	Upgrade		
3.	Patches		
4.	Others		
	Subtotals (to Grand Summary Table)		

Note: Refer to the relevant Recurrent Cost Sub-Tables for the specific components that constitute the Sub system or line item in this summary table.

Name of Tenderer:_____

Date_____

Authorized Signature of Tenderer:_____

4. Supply, Installation, Customization, Testing And Maintenance Of An Integrated Revenue Collection And Hospital Information Management System Cost Sub-Table *[insert: identifying number]*

Line-item number: [*specify: **relevant line-item number from the Supply and Installation Cost Summary Table** (e.g., 1.1)]*

Prices, rates, and subtotals MUST be quoted in accordance with ITT 17 and ITT18.

				Unit Prices / Rates				Total Prices			
				Supplied Locally	Supplied from outside Kenya			Supplied Locally	Supplied from outside Kenya		
Compo-nent No.	Component Description	Country of Origin Code	Quan-tity	*[insert: **local currency]**	*[insert: **local currency]**	*[insert: **foreign currency A]**	*[insert **foreign currency B]**	*[insert: **local currency]**	*[insert: **local currency]**	*[insert: **foreign currency A]**	*[insert: **foreign currency B]**
X.1	____	- -	- -	- -	- -	- -	- -				
Subtotals (to *[insert: **line item**]* of Supply and Installation Cost Summary Table)											

Note: - - indicates not applicable

Name of Tenderer: _____

_____Date_____

Authorized Signature of Tenderer:

5. **Recurrent Cost Sub-Table** [*insert: identifying number*] *–Warranty Period*

Lot number: [*if a multi-lot procurement, insert:* **lot number, otherwise** *state "***single lot procurement"]** Line item
number**: [***specify: **relevant line item number from the Recurrent Cost Summary Table**– (e.g., y.1)]* Currency:
[*specify: **the currency of the Recurrent Costs in which the costs expressed in this Sub-Table are expressed**]*

*[As necessary for operation of the System, specify: **the detailed components and quantities in the Sub-Table below for the line item specified above, modifying the sample components and sample table entries as needed.** Repeat the Sub-Table as needed to cover each and every line item in the Recurrent Cost Summary Table that requires elaboration.]*

Costs MUST reflect prices and rates quoted in accordance with ITT 17 and ITT18.

Component No.	Component	Maximum all-inclusive costs (for costs in *[insert: currency]*)						Sub-total for *[insert: currency]*
		Y1	Y2	Y3	Y4	...	Yn	
1.	Hardware Maintenance	Incl. in Warranty	Incl. in Warranty	Incl. in Warranty	Incl. in Warranty			
2.	Software Licenses & Updates	Incl. in Warranty	Incl. in Warranty	Incl. in Warranty	Incl. in Warranty			
2.1	System and General-Purpose Software	Incl. in Warranty	Incl. in Warranty	Incl. in Warranty	Incl. in Warranty			
2.2	Application, Standard and Custom Software	Incl. in Warranty	Incl. in Warranty	Incl. in Warranty	Incl. in Warranty			
3.	Technical Services	Incl. in Warranty	Incl. in Warranty	Incl. in Warranty	Incl. in Warranty			
4.	Cloud hosting services	Incl. in Warranty	Incl. in Warranty	Incl. in Warranty	Incl. in Warranty			
	Annual Subtotals:							- -
Cumulative Subtotal (to *[insert: **currency]*** entry for *[insert: **line item***] in the Recurrent Cost Summary Table)								

Name of Tenderer:_____Date_____

Authorized Signature of Tenderer: _____

6. Country of Origin Code Table

Country of Origin	Country Code	Country of Origin	Country Code	Country of Origin	Country Code

QUALIFICATION FORMS

1.   FOREIGN TENDERERS 40% RULE

Pursuant to ITT 4.11, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

ITEM	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				
3				
4				
5				
D	Use of Local Plant and Equipment			
1				
2				
3				
4				
5				
E	Add any other items			
1				
2				
3				
4				
5				
6				
	TOTAL COST LOCAL CONTENT		xxxxx	
	PERCENTAGE OF CONTRACT PRICE		xxxxxx	

2. Form ELI-1 Tenderer Information Form

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: ....*[insert date (as day, month and year) of Tender submission*]

ITT No.: ....*[insert number of Tendering process]*

Alternative No.: ....*[insert identification No if this is a Tender for an alternative]*

1. Tenderer's Name [*insert Tenderer's legal name]*
2. In case of JV, legal name of each member: *[insert legal name of each member in JV]*
3. Tenderer's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Tenderer's year of registration: *[insert Tenderer's year of registration]*
5. Tenderer's Address in country of registration: *[insert Tenderer's legal address in country of registration]*
6. Tenderer's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
7.   Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐   Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4. ☐   In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1. ☐   In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Tenderer is not under the supervision of the Procuring Entity ☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

3. Form ELI-1 Tenderer's JV Members Information Form

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Tenderer and for each member of a Joint Venture].

Date: ....*[insert date (as day, month and year) of Tender submission*]

ITT No.: ....*[insert number of Tendering process]*

Alternative No.: ....*[insert identification No if this is a Tender for an*

alternative] Page _____ of _____ pages

1. Tenderer's Name: *[insert Tenderer's legal name]*
2. Tenderer's JV Member's name: *[insert JV's Member legal name]*
3. Tenderer's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Tenderer's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Tenderer's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Tenderer's JV Member's authorized representative information   Name: *[insert name of JV's Member authorized representative]*   Address: *[insert address of JV's Member authorized representative]*   Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]*   Email Address: *[insert email address of JV's Member authorized representative]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*   ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4.   ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and they are not under the supervision of the Procuring Entity in accordance with ITT 4.6.   ☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

4. Form CON–1 Historical Contract Non-Performance and Pending Litigation.

In case a pre-qualification process was conducted this form should be used only if the information submitted at the time of pre-qualification requires updating

Tenderer's Legal Name: _____ Date: _____

JV member Legal Name: _____

ITT No.: _____

Age of _____ pages

Non-Performing Contracts in accordance with Section III, Evaluation and Qualification Criteria			
Contract non-performance did not occur during the stipulated period, in accordance with Sub- Factor 2.2.1 of Section III, Evaluation Criteria			
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
No pending litigation in accordance with Sub-Factor 2.2.3 of Section III, Evaluation Criteria Pending litigation in accordance with Sub-Factor 2.2.3 of Section III, Evaluation Criteria, as indicated below			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, US$ equivalent)
_____	_____	Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute:	_____
_____	_____	Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute:	_____

5. Form EXP - 1 Experience – General Experience

Tenderer's Legal Name: _____ Date: _____

JV Member Legal Name: _____ ITT No.: _____

Page_____of_____pages

Starting Month / Year	Ending Month / Year	Years*	Contract Identification	Role of Tenderer
_____	_____		Contract name: Brief Description of the Information System performed by the Tenderer: Name of Procuring Entity: Address:	_____
_____	_____		Contract name: Brief Description of the Information System performed by the Tenderer: Name of Procuring Entity: Address:	_____
_____	_____		Contract name: Brief Description of the Information System performed by the Tenderer: Name of Procuring Entity: Address:	_____
_____	_____		Contract name: Brief Description of the Information System performed by the Tenderer: Name of Procuring Entity: Address:	_____
_____	_____		Contract name: Brief Description of the Information System performed by the Tenderer: Name of Procuring Entity: Address:	_____
_____	_____		Contract name: Brief Description of the Information System performed by the Tenderer: Name of Procuring Entity: Address:	_____

*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year.

6. Form EXP – 2 Specific Experience

Tenderer's Legal Name: _____   Date: _____
JV Member Legal Name: _____   ITT No.: _____

Similar Contract Number: ___ of ___ required.	Information		
Contract Identification	_____		
Award date Completion date	_____ _____		
Role in Contract	☐ Prime Supplier	☐ Management Contractor	☐ Subcontractor
Total contract amount	_____		US$_____ _
If member in a JV or subcontractor, specify participation of total contract amount	_____%	_____	US$_____
Procuring Entity's Name:	_____		
Address: Telephone/fax number: E-mail:	_____ _____ _____ _____		

7.   Form EXP – 2 (cont.) Specific Experience (cont.)

Tenderer's Legal Name: _____   Page _____ of _____ pages
JV Member Legal Name: _____

Similar Contract No. __ [insert specific number] of [total number of contracts] ___ required	Information
Description of the similarity in accordance with Sub-Factor 2.4.2 of Section III:	
Amount	_____
Physical size	_____
Complexity	_____
Methods/Technology	_____
Key Activities	_____

8 Form CCC-1 Summary Sheet: Current Contract Commitments/ Work in Progress

Name of Tenderer or partner of a Joint Venture.

Tenderers and each partner to a Joint Venture tender should provide information on their current commitments on all contracts that have been awarded, or for which a Form of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued

Name of contract	Procuring Entity, contact address/tel./fax	Value of outstanding Information System (current US$ equivalent)	Estimated completion date	Average monthly invoicing over last six months (US$/month)
1.				
2.				
3.				
4.				
5.				
etc.				

9. Form FIN – 1 Financial Situation

Historical Financial Performance

Tenderer's Legal Name: _____Date: _____

JV Member Legal Name: _____ITT No._____

Page _____ of _____ pages

To be completed by the Tenderer and, if JV, by each member

Financial information in US$ equivalent	Historic information for previous _____ (__) years (US$ equivalent in 000s)						
	Year 1	Year 2	Year 3	Year …	Year n	Avg.	Avg. Ratio
Information from Balance Sheet							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
Information from Income Statement							
Total Revenue (TR)							
Profits Before Taxes (PBT)							

Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

a)   Must reflect the financial situation of the Tenderer or member to a JV, and not sister or parent companies.

b)   Historic financial statements must be audited by a certified accountant.

c)   Historic financial statements must be complete, including all notes to the financial statements.

d)   Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

_____

10.   Form FIN –2 Average Annual Turnover

Tenderer's Legal Name: _____ Date: _____

JV Member Legal Name: _____ ITT No.: _____

Page _____ of _____ pages

Annual turnover data (applicable activities only)		
Year	Amount and Currency	US$ equivalent
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
*Average Annual Turnover	_____	_____

*Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.2.

11.   Form F-3 Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract or contracts as indicated in Section III, Evaluation and Qualification Criteria.

Source of financing	Amount (US$ equivalent)
1.	
2.	
3.	
4.	

12. Personnel Capabilities

i) Key Personnel

Name of Tenderer or partner of a Joint Venture

Tenderers should provide the names and details of the suitably qualified Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

1.	**Title of position:** …	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
2.	**Title of position:** …	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
3.	**Title of position:** …	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
4.	**Title of position:**	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
6...	**Title of position:**	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]

Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]

ii) Candidate Summary

Position		Candidate
		☐ Prime ☐ Alternate
Candidate information	Name of candidate	Date of birth
	Professional qualifications	
Present employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	Email
	Job title of candidate	Years with present Employer

Summarize professional experience over the last twenty years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/ Position/Relevant technical and management experien

iii)   Technical Capabilities

Tenderer shall provide adequate information to demonstrate clearly that it has the technical capability to meet the requirements for the Information System. With this form, the Tenderer should summarize important certifications, proprietary methodologies, and/or specialized technologies that the Tenderer proposes to utilize in the execution of the Contract or Contracts.

iv)   Manufacturer's Authorization

Note: This authorization should be written on the Form head of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

Invitation for Tenders Title and No.:_____[*Procuring Entity insert: **ITT Title and Number**]*

To:_____[*Procuring Entity insert: **Procuring Entity's Officer to receive the Manufacture's Authorization**]*

WHEREAS *[insert: **Name of Manufacturer**]* who are official producers of_____*[insert: **items of supply by Manufacturer**]* and having production facilities at_____*[insert: **address of Manufacturer**]* do here by authorize_____*[insert: **name of Tenderer or Joint Venture**]* located at_____*[insert: **address of Tenderer or Joint Venture**]* (hereinafter, the "Tenderer") to submit a tender and subsequently negotiate and sign a Contract with you for resale of the following Products produced by us:

We hereby confirm that, in case the tendering results in a Contract between you and the Tenderer, the above-listed products will come with our full standard warranty.

Name *[insert: **Name of Officer**]* in the capacity of *[insert: **Title of Officer**]* Signed_____

Duly authorized to sign the authorization for and on behalf of:_____*[insert: **Name of Manufacturer**]*

Dated this_____*[insert: **ordinal**]* day of _____ [*insert: **month**], [insert: **year**]. [add Corporate Seal

(where appropriate)]

(v)   Subcontractor's Agreement

Note: This agreement should be written on the Form head of the Subcontractor and be signed by a person with the proper authority to sign documents that are binding on the Subcontractor.

Invitation for Tenders Title and No.:_____[*Procuring Entity insert: **ITT Title and Number**]*

To:_____[*Procuring Entity insert: **Procuring Entity's Officer to receive the Subcontractor's Agreement**]*

WHERE AS *[insert: **Name of Subcontractor**],* having head offices at_____*[insert: **address of Subcontractor**],* have been informed by_____*[insert: **name of Tenderer or Joint Venture**] located* at _____*[insert: **address of Tenderer or Joint Venture**]* (here in after, the "Tenderer") that it will submit a tender in which_____*[insert: **Name of Subcontractor**]* will provide *[insert: **items of supply or services provided by the Subcontractor**].* We hereby commit to provide the above-named items, in the instance that the Tenderer is awarded the Contract.

Name *[insert: **Name of Officer**]*in the capacity of_____*[insert: **Title of Officer**]*

Signed_____ Duly authorized to sign the authorization for and on

behalf of:_____*[insert: **Name of Subcontractor**]*

Dated this_____*[insert: **ordinal**] day of_____[insert: **month**], _____ [insert: **year**].*

[add Corporate Seal (where appropriate)]

vi)   List of Proposed Subcontractors

	Item	Proposed Subcontractor	Place of Registration & Qualifications

13.   Intellectual Property Forms

Notes to Tenderers on working with the Intellectual Property

Forms

In accordance with ITT 11.1(j), Tenderers must submit, as part of their tenders, lists of all the Software included in the tender assigned to one of the following categories: (A) System, General-Purpose, or Application Software; or (B) Standard or Custom Software. Tenderers must also submit a list of all Custom Materials. These categorizations are needed to support the Intellectual Property in the GCC and SCC.

i) Software List

Software Item	(select one per item)			(select one per item)	
	System Software	General-Purpose Software	Application Software	Standard Software	Custom Software

ii) List of Custom Materials

Custom Materials

14. Conformance of Information System Materials

I) Format of the Technical Tender

In accordance with ITT 16.2, the documentary evidence of conformity of the Information System to the tendering documents includes (but is not restricted to):

a) The Tenderer's Preliminary Project Plan, including, but not restricted, to the topics specified in the TDS ITT 16.2. The Preliminary Project Plan should also state the Tenderer's assessment of the major responsibilities of the Procuring Entity and any other involved third parties in System supply and installation, as well as the Tenderer's proposed means for coordinating activities by each of the involved parties to avoid delays or interference.

b) A written confirmation by the Tenderer that, if awarded the Contract, it shall accept responsibility for successful integration and interoperability of all the proposed Information Technologies included in the System, as further specified in the Technical Requirements.

c) Item-by-Item Commentary on the Technical Requirements demonstrating the substantial responsiveness of the overall design of the System and the individual Information Technologies, Goods, and Services offered to those Technical Requirements.

In demonstrating the responsiveness of its tender, the Tenderer must use the Technical Responsiveness Checklist (Format). Failure to do so increases significantly the risk that the Tenderer's Technical Tender will be declared technically non-responsive. Among other things, the checklist should contain explicit cross-references to the relevant pages in supporting materials included the Tenderer's Technical Tender.

Note: The Technical Requirements are voiced as requirements of the *Supplier* and/or the *System*. The Tenderer's response must provide clear evidence for the evaluation team to assess the credibility of the response. A response of "yes" or "will do" is unlikely to convey the credibility of the response. The Tenderer should indicate *that*–and to the greatest extent practical–*how* the Tenderer would comply with the requirements if awarded the contract. Whenever the technical requirements relate to feature(s) of existing products (e.g., hardware or software), the features should be described and the relevant product literature referenced. When the technical requirements relate to professional services (e.g., analysis, configuration, integration, training, etc.) some effort should be expended to describe how they would be rendered – not just a commitment to perform the [cut-and-paste] requirement. Whenever a technical requirement is for the Supplier to provide certifications (e.g., ISO9001), copies of these certifications must be included in the Technical Tender.

Note: The Manufacture's Authorizations (and any Subcontractor Agreements) are to be included in Attachment 2 (Tenderer Qualifications), in accordance with and ITT 15.

Note: As a matter of practice, the contract cannot be awarded to a Tenderer whose Technical Tender deviates (materially) from the Technical Requirements – *on any Technical Requirement*. Such deviations include omissions (e.g., non-responses) and responses that do not meet or exceed the requirement. Extreme care must be exercised in the preparation and presentation of the responses to all the Technical Requirements.

d) Supporting materials to underpin the Item-by-item Commentary on the Technical Requirements (e.g., product literature, white-papers, narrative descriptions of technical approaches to be employed, etc.). In the interest of timely tender evaluation and contract award, Tenderers are encouraged not to overload the supporting materials with documents that do not directly address the Procuring Entity's requirements.

e) Any separate and enforceable contract(s) for Recurrent Cost items which the TDSITT17.2 required Tenderers to tender.

Note: To facilitate tender evaluation and contract award, Tenderers encouraged to provide electronic copies of their Technical Tender–preferably in a format that the evaluation team can extract text from to facilitate the tender clarification process and to facilitate the preparation of the Tender Evaluation Report.

ii) Technical Responsiveness Checklist (Format)

Tech. Require. No. _	Technical Requirement: *[insert: abbreviated description of Requirement]*
Tenderer's technical reasons supporting compliance:	
Tenderer's cross references to supporting information in Technical Tender:	

ii) Technical Responsiveness Checklist (Format)

Tech. Require. No. _	Technical Requirement: *[insert: abbreviated description of Requirement]*
Tenderer's technical reasons supporting compliance:	

FORM OF TENDER SECURITY-[**Option 1–Demand Bank Guarantee**]

Beneficiary:_____

Request forTenders No:_____

_____

Date:_____

TENDER GUARANTEE No.:_____

Guarantor:_____

1. We have been informed that_____(here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of_____ under Request for Tenders No._____("the ITT").

2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of_____(_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or

b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above onor before that date.

_____

[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas ………… [*Name of the tenderer*]   (hereinafter called "the tenderer") has submitted its tender dated ……… [*Date of submission of tender*] for the …………… [*Name and/or description of the tender*] (hereinafter called "the Tender") for the execution of__under Request for Tenders No._____("the ITT").

2. KNOW ALL PEOPLE by these presents that WE ………………… of ………… [**Name of Insurance Company**] having our registered office at …………… (hereinafter called "the Guarantor"), are bound unto …………….. [*Name of Procuring Entity*] (hereinafter called "the   Procuring Entity") in the sum of ………………… (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

    Sealed with the Common Seal of the said Guarantor this ___day of _____ 20 __.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:

    a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Principal; or

    b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers ("ITT") of the Procuring Entity's Tendering document.

    then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii)twenty-eight days after the end of the Tender Validity Period.

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

_____   _____
            [Date]   *[Signature of the Guarantor]*
_____   _____
            [Witness]   *[Seal]*

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

TENDER - SECURING DECLARATION FORM {r 46 and155(2)}

[The Bidder shall complete this Form in accordance with the instructions indicated] Date: ....

[insert date (as day, month and year) of Tender Submission]

Tender No.: .... *[insert number of tendering process]*

To: .... *[insert complete name of Purchaser]* I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.

2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we–(a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.

3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
    a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
    b) thirty days after the expiration of our Tender.

4. I/We understand that if I am/ we are/ in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: …………………………………………………………………..

Capacity / title (director or partner or sole proprietor, etc.) ……….………...……….

Name: ……………………………………………………………………………...

Duly authorized to sign the bid for and on behalf   of: _____ [insert   complete   name   of   Tenderer] Dated

on…………………. day of…………….……. [Insert date of signing]

Seal or stamp

PART 2 – PROCURING ENTITY'S REQUIREMENTS

SECTION V - REQUIREMENTS OF THE INFORMATION SYSTEM

(INCLUDING TECHNICAL REQUIREMENTS, IMPLEMENTATION SCHEDULE, SYSTEM INVENTORY TABLES, BACKGROUND AND INFORMATIONAL MATERIALS)

1. Technical Requirements

Notes on preparing the Technical Requirements

The Technical Requirements–in combination with the Implementation Schedule and the supporting System Inventory Tables – state the Supplier's obligations to design, supply and install the Information System and, as such, should be "voiced" to the Supplier (i.e., "The System MUST…" "The Supplier MUST…"). They form the contractual basis for the Procuring Entity-Supplier interactions on technical matters (in combination with refinements introduced through the Supplier's tender, the Project Plan, and any Change Orders).

The Technical Requirements also must include all the technical details that Tenderers will need to prepare realistic, responsive, and competitive tenders (i.e., covering all their obligations under the Contract if so awarded). However, matters addressed to the Tenderer's (i.e., before contract award) generally belong in the Format of the Technical Tender Section 8 of Part 1.

Often Technical Requirements are based on either consultant's project proposals (voiced to the Procuring Entity's management) or tenders from previous procurements (voiced to the Procuring Entity). In both instances, care needs to be taken in converting these materials into Technical Requirements (voiced to the Supplier). Otherwise, substantial ambiguity will be introduced in to the Technical Requirements from, among other things, "aspirational" text suggesting the benefits (to the Procuring Entity) which are often not obligations that the Supplier can deliver on or be held to deliver upon. Tender based language will often include "sales pitches", such as "expandability up to sixteen processors", whereas the Technical Requirements need to be stated as threshold values to be cleared by the Supplier (e.g., "expandability to at least sixteen processors").

Any sustainable procurement technical requirements shall be clearly specified. The sustainable procurement requirements may be specified to enable evaluation of such a requirement on a pass/ fail basis and/orated criterion (point system), as appropriate.

To the greatest extent possible, the Technical Requirements should be expressed in terms of the Procuring Entity's business activities, rather than a technological design. This leaves it up to the market to determine what specific Information Technologies can best satisfy these business needs. This is particularly relevant where the Information System will embody complex business logic in the form of application software.

Even in the case of a relatively straight-forward Information System, where the business need scan be clearly linked to technological and methodological requirements known in advance of any tendering, the requirements must still be vendor-neutral and admit the widest possible range of technical responses.

Accordingly, references to brand names, catalog numbers, or other details that limit the source of any item or component to a specific manufacturer should be avoided. Where such references are unavoidable, the words "or substantially equivalent" should be added to permit Tenderers to tender equivalent or superior technologies. (The Procuring Entity will need to be ready to indicate how this equivalence will be assessed.) Only in the most exceptional circumstances may Tenderers be required to offer brand-name items and the equivalency clause be omitted. Such brand-name components are the absolute fewest possible and each component has been explicitly identified in the Tender Data Sheet for ITT 16.3.

Similarly, where national standards or codes of practice are specified, the Procuring Entity should include a statement that other national or international standards "that are substantially equivalent" will also be acceptable.

To help ensure comparable tenders and ease Contract execution, the Procuring Entity's requirements must be stated as clearly as possible, with minimum room for differing interpretations. Thus, wherever possible, technical requirements should include definitive characteristics and quantifiable measures. If technical characteristics in a specific range, or above or below specific thresholds, are required, then these should be clearly specified. For example, the expandability of a server should be stated as "no less than four processors." Technical specifications that state only "four processors" create un necessary uncertainty for Tenderers regarding whether or not, for example, a server that could be expanded up to six process or boards would be technically responsive.

Quantitative technical specifications must, however, be employed with care. They can dictate technical architectures and, thus, be unnecessarily restrictive. For example, a quantitative requirement for the minimum width of the data path in a processor may be unnecessarily restrictive. Instead, a specification of a required level of

standard performance benchmark test is more appropriate, allowing different technical approaches to achieving the Procuring Entity's functional and performance objectives. In general, the Procuring Entity should try to use widely accepted direct measures of performance and functionality whenever possible and carefully review specifications for those that might dictate technical architectures.

It is important that the Technical Requirements clearly identify which are mandatory features (for which a tender's nonconformance might require rejection for non-responsiveness) and which are preferable features that can be included or excluded from a tender at the Tenderer's option. To enhance the clarity of the specifications, Procuring Entities are advised to use the word "MUST" (in bold capitals) in sentences describing mandatory requirements. A clear requirement numbering scheme is also essential.

The following presents a sample outline format for the Technical Requirements Section. This can and should be adapted to meet the Procuring Entity's needs for the specific Information System to be procured.

A. Acronyms Used in the Technical Requirements

i)   Acronym Table

Note: Compile a table of organizational and technical acronyms used in the Requirements. This can be done, for example, by extending the following table.

	Term	**Explanation**
	Bps	bits per second
	Cps	characters per second
	DBMS	Database Management System
	DOS	Disk Operating System
	Dpi	dots per inch
	Ethernet	IEEE 802.3 Standard LAN protocol
	GB	Gigabyte
	Hz	Hertz (cycles per second)
	IEEE	Institute of Electrical and Electronics Engineers
	ISO	International Standards Organization
	KB	Kilobyte
	kVA	Kilovolt ampere
	LAN	Local area network
	Lpi	lines per inch
	Lpm	lines per minute
	MB	Megabyte
	MTBF	Mean time between failures
	NIC	Network interface card
	NOS	Network operating system
	ODBC	Open Database Connectivity
	OLE	Object Linking and Embedding
	OS	Operating system
	PCL	Printer Command Language
	Ppm	pages per minute
	PS	PostScript -- Adobe page description language

	Term	Explanation
	RAID	Redundant array of inexpensive disks
	RAM	Random access memory
	RISC	Reduced instruction-set computer
	SCSI	Small Computer System Interface
	SNMP	Simple Network Management Protocol
	SQL	Structured Query Language
	TCP/IP	Transmission Control Protocol / Internet Protocol
	V	Volt
	WLAN	Wireless LAN

B.   Functional, Architectural and Performance Requirements

i)   Legal and Regulatory Requirements to be met by the Information System

1.1   The Information System MUST comply with the following laws and regulations:

1)   *[as appropriate, summarize:* ***each relevant legal code and regulations that govern the business processes and procedures that will be automated with the Information System****;]*

2)   **Note**: If appropriate, prepare a sub section with the relevant legal codes and regulations to be included in the Background and Informational Materials and reference these materials.

ii)   Business Function Requirements to be met by the Information System

2.1   The Information System MUST support the following business functions

1)   *[describe, at the appropriate level of detail for the Information System being supplied and installed:* ***each specific business processes and procedures that will be automated by the Information System****.]*

2)   *Note: These business process descriptions may be textual as well as presented in a formal system analysis formats (e.g., process model and data model, use-case model, entity-relation diagrams, swim-lane diagrams, etc.)*

As appropriate, prepare a subsection for the Background and Informational Materials with samples of existing standardized reports, data entry forms, data formats, data coding schemes, etc. which the Information System will need to implement; reference these materials.

iii)   Architectural Requirements to be met by the Information System

(3.1) The Information System MUST be supplied and configured to implement the following architecture.

1)   Software Architecture: *[specify:* ***features (use diagrams as appropriate)****].*

2)   Hardware Architecture: *[specify:* ***features (use diagrams as appropriate)****].*

iv)   Systems Administration and Management Functions Required to be met by the Information System

1)   The Information System MUST provide for the following management, administration, and security features at the overall System level in an integrated fashion.

2)   Installation, Configuration and Change Management: *[specify:* ***features****].*

3)   Operational Monitoring, Diagnostics, and Troubleshooting: *[specify:* ***features****].*

4)   User Administration and Access Control; User and Usage Monitoring and Audit Trails: [*specify:* ***features****]*

5)   System and Information Security and Security Policies: [*specify:* ***features****]*

6)   Back-up and Disaster- Recovery: [*specify:* ***features****]*

v) Performance Requirements of the Information System

5.1   The Information System MUST reach the following performance levels.

      1)   *[describe, at the appropriate level of detail for the particular Information System being supplied and installed:* **each relevant throughput and/or response times for specific business processes and procedures automated by the System**; *also describe: in business process terms,* **the relevant conditions under which the System must achieve these performance standards** *(e.g., the number of concurrent users, type of transactions, type and quantity of business data that the System must process in achieving these performance standards, etc.)]*

      2)   *Note: Whenever feasible, business functions should be stated and used as the basis for performance specifications. Relying solely on technological requirements can in advertently restrict competition.*

C.   Service Specifications– Supply& Install Items

i)   System Analysis, Design and Customization/ Development

      (1)   The Supplier MUST perform the following Analysis and Design activities using a formal system analysis/ development methodology with the following key activities and design deliverables.

      2)   *Detailed Analysis: [for example, specify:* **System Design Document; System Requirements Specification; Interface Requirements Specification); Software/System Test Descriptions; Software/ System Test Plan**, *etc.]*

      3)   *Physical Design:* [*for example, specify:* **Software Design Description; Interface Design Document; Data base Design Document**; *etc.]*

      4)   *Integrated System: [for example, specify:* **User's Manual; Operations Manual; Source Code; CASE Files;** *etc.]*

ii)   Software Customization/ Development

      (1)   The Supplier MUST perform Software Customization / Development using a formal software development methodology with the following characteristics and/ or with the following technologies and/ or tools.

      2)*[for example, describe:* **Software Development Method** *(e.g., Cascade, Rapid Application Development;* **and/ or Open Standards** *(e.g., Java, XML, etc.);* **and/ or CASE tools**, *etc.]*

iii)   System Integration (to other existing systems)

      1) The Supplier MUST perform the following Integration Services *[for example, describe:* **existing information systems** *(as appropriate, reference the relevant subsection of the Background and Informational Materials Section containing any detailed description of existing systems); and specify:* **technical and functional level of integration with the Information System**.*]*

(iv)   Training and Training Materials

(4.1) The Supplier MUST provide the following Training Services and Materials.

      1)   User: *[for example, specify:* **minimum curricula, modes of training, modes of testing, and training materials for: the introduction to computers, the operation of the relevant equipment incorporated in the System, as well as the operation of the Software applications incorporated in the System;** *as appropriate, reference the relevant subsection in the Background and Informational Material Section containing any detailed information regarding the available training facilities; etc.]*

      2)   Technical: *[for example, specify:* **minimum curricula, modes of training, modes of testing (e.g., certification levels), training materials and training locations for: the key technology and methodology components of the Information System**; *etc.]*

      3)   Management: *[for example, specify:* **minimum curricula, modes of training, modes of testing, training materials and training locations for: the familiarization with the functionality, technology and methodology components of the Information System, corporate management of information systems**; *etc.]*

v) Data Conversion and Migration

1) The Supplier MUST provide services and tools to perform the following Data Conversion and Migration Services: [*for example, specify: **volume of data; type, structure, and media of data; timing of conversion; quality assurance and validation methods***; etc.]

vi) Documentation Requirements

(6.1) The Supplier MUST prepare and provide the following Documentation.

1) <u>End-User Documents</u>: [*for example, specify: **type(s) of end-user documents; language; content; formats; quality control and revision management; medium; reproduction and distribution methods***; etc.]

2) <u>Technical Documents</u>: *[for example, specify: **type(s) of technical documents; language; content; formats; quality control and revision management; medium; reproduction and distribution methods***; etc.]

vii) Requirements of the Supplier's Technical Team

(7.1) The Supplier MUST maintain a technical team of the following roles and skill levels during the <u>Supply and Installation Activities</u> under the Contract:

1) <u>Project Team Leader</u>: *[for example, specify: **education/ certifications, years' experience in, demonstrated successful experience in,** etc.]*

2) *[specify: **<u>Business Area</u>**]* <u>Expert</u>: *[for example, specify: **education/ certifications, years' experience in, demonstrated successful experience in,** etc.]*

3) <u>System Analyst</u>: *[for example, specify: **education/certifications, years' experience in, demonstrated successful experience in,** etc.]*

4) <u>Database Expert</u>: *[for example, specify: **education/certifications, years' experience in, demonstrated successful experience in,** etc.]*

5) <u>Programming Expert</u>: *[for example, specify: **education/certifications, years' experience in, demonstrated successful experience in,** etc.]*

6) <u>System Administration / Security Expert</u>: *[for example, specify: **education/ certifications, years' experience in, demonstrated successful experience in,** etc.]*

7) <u>Computer Hardware Expert</u>: *[for example, specify: **education/ certifications, years' experience in, demonstrated successful experience in,** etc.]*

8) <u>Network and Communications Expert</u>: *[for example, specify: **education/ certifications, years' experience in, demonstrated successful experience in,** etc.]*

9) <u>Training Expert</u>: *[for example, specify: **education/certifications, years' experience in, demonstrated successful experience in,** etc.]*

10) <u>Documentation Specialist</u>: *[for example, specify: **education/certifications, years' experience in, demonstrated successful experience in,** etc.]*

11) …

D. Technology Specifications– Supply& Install Items

(i) General Technical Requirements

1) Language Support: All information technologies must provide support for the *[insert: **either national or business language(s) of the end-user(s)]**.* Specifically, all display technologies and software must support the ISO *[insert: **character set number**]* character set and perform sorting according to *[insert: **appropriate standard method**].*

2) Electrical Power: All active (powered) equipment must operate on *[specify: **voltage range and frequency range**, e.g., 220v +/- 20v, 50Hz +/- 2Hz].* All active equipment must include power plugs standard in *[insert: Procuring Entity's Country].*

3) Environmental: Unless otherwise specified, all equipment must operate in environments of *[specify, **temperature, humidity, and dust conditions**, e.g., 10-30 degrees centigrade, 20-80 percent relative humidity, and 0-40 grams per cubic meter of dust].*

(4)   Safety:

4.1   Unless otherwise specified, all equipment must operate at noise levels no greater than *[insert: **maximum number**, e.g.,55]* decibels.

4.2   All electronic equipment that emits electromagnetic energy must be certified as meeting *[insert: **emission standard**, e.g., USFCC class B or END 55022 and END 50082-1],* or equivalent, emission standards.

ii)   Computing Hardware Specifications

2.1   Processing Unit Type 1: *[specify: **name of processing unit and technical function** (e.g., Central Database Server)]:*

    1)   Processing unit performance: As configured for the tender, the processing unit MUST, at a minimum,

        a)   Achieve *[specify: **standard benchmark test or tests and minimum performance levels**, for example, "SPECCPU 2006 rating"]*
            (Or, for PCs)
        Achieve a minimum performance equal to a score of *[specify: **score**]* under the benchmark *[specify: **benchmark**, for example "Sylmar 2007 Rating"]*
        b)   Provide input-output performance, as follows *[specify: **minimum input-output performance levels** (e.g., data bus transfer rates; standard peripheral inter faces; minimum number of con current terminal sessions, etc.)]*

(2)   Processor expandability: *[for example, specify: **minimum acceptable number of processors**; **minimum acceptable levels of performance**; **minimum acceptable degree of expandability for processors/ performance**, **relative to tender configuration**; **minimum acceptable number of internal Sub system expansions lots**; etc.,]*

(3)   Process or memory and other storage: *[for example, specify: **main memory; cache memory; disk storage; tape storage; optical drives**; etc.]*

Note: If the upgrade requirements over the next few years for processing power, memory, etc., are reasonably well known at the time the tendering documents are to be issued, the Procuring Entity may wish to incorporate these requirements in the Recurrent Cost Table and possibly include them in the Contract Price. This will subject them to competition and provide away contractually to control future price increases. This approach reserves for the Procuring Entity the option of including upgrades in the Contract, even if upgrades are not needed in the end. An SCC needs to be included clarifying how upgrades will be treated in the final Contract.

(4)   Processing unit fault tolerance: *[for example, specify: **error checking; failure detection, prediction, reporting, and management; redundant power supplies and other modules; "hot-swappable modules"**; etc.]*

(5)   Processing unit management features: *[for example, specify: **features and supported standards; local and remote management**; etc.]*

(6)   Processing unit input and output devices: *[for example, specify: **network interfaces and controllers; display; keyboard; mouse; bar-code, smart-card, and identification-card readers; modems; audio and video interfaces and devices**; etc.]*

(7)   Other processing unit features: *[for example, specify: **power-saving features; battery life for portable equipment**; etc.]*

2.2   Processing Unit Type 2: *[specify: **name of processing unit and technical function** (e.g., General Purpose Work station)]:*

    3.1.2.1   …

ii)   Network and Communications Specifications

    3.1 Local Area Network:

    1)   Equipment and software: *[for example, specify: as appropriate, for each type of equipment and software: **protocols supported; performance levels; expandability, fault tolerance, administration, management and security features**; etc.]*

    2)   Cabling: *[for example, specify: **cable type(s); topology(ies); cable protectors, channels and other installation standards (e.g., ANSI / EIA / TIA 598); cable labeling schemes, references to premises drawings**; etc.]*

3.2   Wide-Area Network:

  3)   Equipment and software: *[for example, specify: **protocols supported; performance levels; expandability; fault tolerance; administration, management, and security features**; etc.]*

  4)   Telecommunications Services: *[for example, specify: **media; capacity; protocols supported; performance levels; expandability; fault tolerance; administration, management, and security features**; etc.]*

3.2   Other Communications Equipment: *[for example, specify: **modems; facsimile devices; modem and facsimile servers**, etc.]*

3.3   Video Conferencing/ Congress Equipment:

3.5.   …

iii)   Ancillary Hardware Specifications

  1)   Shared Data Storage Devices: *[specify: **disk; tape; optical storage devices, including capacities, interfaces, hardware-based administration/ diagnostics/ fail over**, etc.]:*

  2)   Shared Output and Input Devices:

          General Requirements: Unless otherwise specified, all shared output and input devices must be capable of handling A4 standard sized paper.

  Printers: *[for example, specify: **high-speed, high-quality printer; standard-speed, high-quality printer; high-speed, large-format (A3) printer; color, high-quality printer, video and output devices**; etc.]*

          Scanners: *[for example, specify: **scanner resolution; paper-/ film-handling features; speed**; etc.]*

3)   Power Conditioning Devices:

3.1   Uninterruptable Power Supplies: *[for example, specify: **output power delivery and duration capacity, power filtering capacity, battery features, interfaces, device management diagnostics and fail over features**, etc.]*

4)   Specialized Furnishing/ Equipment:

  4.1   Equipment Cabinets/ Racks: *[for example, specify: **size, capacity, physical access and access control, ventilation and environmental control features**, etc.]*

      4.2   Environment Control Equipment: *[for example, specify: **air conditioning units; humidity control equipment; etc**.]*

4.3   Physical Access Control Equipment: *[for example, specify: **door entry controls; intrusion detection; video surveillance**, etc.]*

4.4   Logical Access Control Equipment: *[for example, specify: **secure identity tokens; token readers**, etc.]*

iv)   Standard Software Specifications

5   System Software and System - Management Utilities:

  1)   Processing unit type 1: *[for example, specify: **operating system; back-up, optimization, anti-virus, and other utilities; systems administration, maintenance, and troubleshooting tools**; etc.]*

  2)   Processing unit type 2: *[for example, specify: **operating system; back-up, optimization, anti-virus, and other utilities; systems administration, maintenance, and troubleshooting tools**; etc.]*

  3)   Etc...

5.1   Networking and Communications Software: *[for example, specify: **protocols, media and equipment to be supported; network services, management and administration features; security and failure management features**; etc.]*

5.2   General-Purpose Software: *[for example, specify: **Office Automation Software; programming tools and libraries**; etc.]*

5.3   Database Software and Development Tools: *[for example, specify: **database and database management feature; development tools and environments**; etc.]*

5.4   Business Application Software: [*for example, specify:* **specific business functions to be supported in native code; application management feature; customization options and tools***; etc.]*

v)   Consumables

6.1   Printer Ink/ Toner–PrinterType1:

vi)   Other Non-IT Goods

6.2   Work station Desks:

6.3   Photocopiers:

6.4   Specialized Mechanical Systems–Data center *[for example, specify:* **raised floor system, electrical distribution subsystem***, etc.]*

E.   Testing and Quality Assurance Requirements

(i)   Inspections

1.1   Factory Inspections: [*if* any, *specify:* **the items, criteria, and methods to be employed by the Procuring Entity, or its agent, during factory inspections of the Information Technologies and other Goods prior to their shipment to the site(s).]**

1.1   Inspections following delivery: [*if any, specify:* **the items, criteria, and methods to be employed by the Procuring Entity, or its agent, upon delivery and unpacking of the Information Technologies and other Goods to the Site(s).]**

ii)   Pre-commissioning Tests

2.1   In addition to the Supplier's standard check-out and set-up tests, the Supplier (with the assistance of the Procuring Entity) must perform the following tests on the System and its Sub systems before Installation will be deemed to have occurred and the Procuring Entity will issue the Installation Certificate (s) (pursuant to GCC Clause 26 and related SCC clauses).

2.2   *[specify: Sub system1(as defined in the Site Table[s] attached to the Implementation Schedule) specify:* **tests, test conditions, success criteria***, etc.]*

2.3   *[specify: Sub system2(as defined in the Site Table{s}) specify:* **tests, test conditions, success criteria***, etc.]*

2.4   the Entire System: Pre-commissioning Tests for the entire System are: *[specify:* **tests, test conditions, success criteria***, etc.]*

iii)   Operational Acceptance Tests

3.1   Pursuant to GCC Clause27 and related SCC clauses, the Procuring Entity (with the assistance of the Supplier) willperformthefollowingtestsontheSystemanditsSubsystemsfollowingInstallati on to determine whether the System and the Sub systems meet all the requirements mandated for Operational Acceptance.

3.2   *[specify: Subsystem 1 (as defined in the Implementation Schedule) specify:* **tests, test conditions, success criteria***, etc.]*

3.3   *[specify: Subsystem 2 (as defined in the Implementation Schedule) specify:* **tests, test conditions, success criteria***, etc.]*

3.4   the Entire System: Pre-commissioning Tests for the entire System are: *[specify:* **tests, test conditions, success criteria***, etc.]*

Note: The complexity of the Operational Acceptance Testing needed will vary in accordance with the complexity of the System being procured. For simpler Information Systems Operational Acceptance Testing may simply consist of requiring a specified period of trouble-free System or Sub system operation under normal operating conditions. For more complex Systems, Operational Acceptance testing will require extensive, clearly defined tests under either production or mock-production conditions.

F.   Service Specifications–Recurrent Cost Items

i)   Warranty Defect Repair

1.1   The Supplier MUST provide the following services under the Contract or, as appropriate under separate contracts (as specified in the tendering documents).

1) <u>Warranty Defect Repair Service</u>: *[for example, specify: **coverage period; response time and problem-resolution performance standards; modes of service, such as on-site, on-call, or return to warehouse**; etc. (indicate how these may vary among hardware, software, network technologies, etc.)]*

2)   ...

ii)   Technical Support

2.1   The Supplier MUST provide the following services under the Contract or, as appropriate under separate contracts (as specified in the tendering documents).

1) <u>User support / hot line</u>: *[for example, specify: **coverage period; response time and problem resolution performance standards;** etc.]*

2) <u>Technical Assistance</u>: *[for example, specify: **categories of technical staff required; anticipated tasks and objectives; response-time performance standards**; etc. (indicate how these may vary among hardware, software, network technologies, etc.)]*

3) <u>Post-Warranty Maintenance Services</u>: *[for example, specify: **coverage period; response time and problem-resolution performance standards; modes of service, such as on-site, on-call, or return to warehouse**; etc. (indicate how these may vary among hardware, software, network technologies, etc.)]*

4) ....

iii)   Requirements of the Supplier's Technical Team

3.1   The Supplier MUST provide a technical team to cover the Procuring Entity's anticipated <u>Post-Operational Acceptance Technical Assistance Activities</u> Requirements (e.g., modification of the Information System to comply with changing legislation and regulations) with the roles and skill levels that are specified below. The minimum expected quantities of inputs by the Supplier's technical support team are specified in the relevant System Inventory Tables for Recurrent Cost Items.

1) <u>System Analyst</u>: *[for example, specify: **education/certifications, years' experience in, demonstrated successful experience in,** etc.]*

2) <u>Database Expert</u>: [*for example, specify: **education/certifications, years' experience in, demonstrated successful experience in,** etc.]*

3) <u>Programming Expert</u>: [*for example, specify: **education/certifications, years' experience in, demonstrated successful experience in,** etc.].*

4)   …

Note: The Technical Assistance Team specification may be used to develop tender prices for technical support Recurrent Costs. These may be included in the main Contract or be subject to separate contracts. In either regard, to obtain meaningful and comparable tender prices, the Procuring Entity will need to specify the roles of the technical support team members in this section and indicate the quantities of the corresponding inputs in the Systems Inventory Tables for Recurrent Cost items.

G.   Implementation Schedule

Notes on preparing the Implementation Schedule *the Implementation Schedule summarize when and where Installation, and Operational Acceptance should take place for all Sub systems and/ or major components of the System, and for the overall System it self–as well as any other major Contract milestones.*

Note: The delivery date is not presented in the Implementation Schedule. Under Incoterms 2010 for CIP, Delivery refers to the date when the Supplier delivers the goods to the first carrier at the port of embarkation, not to the arrival of the goods at the destination site. Delivery (shipment) date therefore varies according to the country of origin of the goods and the Supplier's chosen method of transport.

The target dates need to be realistic and achievable in light of the capacity of both the average Supplier and the Procuring Entity to carry out their respective contract obligations. Also, the Procuring Entity must take care to ensure that the dates specified in the Schedule are consistent with any specified elsewhere in the tendering document, especially in the GCC/SCC (e.g., and/ or times specified for the submission and acceptance of the Agreed Project Plan). The work breakdown structure (deliverables) in the Implementation Schedule should be sufficiently detailed to facilitate careful management of the Contract - but not so detailed that it unnecessarily constrains tenderers from organizing the proposed work in the most efficient and effective manner.

To facilitate the tendering and the contract management processes, the Implementation Schedule, the System Inventory Tables and Price Schedules should be closely linked. In particular, the Implementation Schedule defines the major deliverable Subsystems. For each Subsystem there should be a corresponding System Inventory Table or Tables. These System Inventory Tables catalog the specific items (inputs) comprising the Sub system, as well as the quantities of each item required (for the supply and install cost items as well as their current cost items). For each System Inventory Table there should be a corresponding Price Schedule that closely mirrors the System Inventory Table. Careful development of these materials will greatly improve the changes of obtaining complete and comparable tenders (and ease the tender evaluation process) as well as improving the likelihood that the Procuring Entity's and Supplier's interactions during contract execution are closely orchestrated (thus easing the burden of contract management and improving the likelihood of successful implementation of the Information System).
The sample tables comprise:

a) *An Implementation Schedule Table;*
b) *A Site Table(s); and*
c) *A Table of Holidays and other Non-Working Days.*

The Procuring Entity should modify these tables, as required, to suit the particulars of the System (and Sub systems) to be supplied and installed. The sample text in the tables is illustrative only and should be modified or deleted as appropriate. The timings stated in the Implementation Schedule should be specified in weeks from Contract Effectiveness. This will ease the maintenance of the tendering documents during the preparation and tendering processes.

Where appropriate, the Implementation Schedule should indicate the deliverables against which Liquidated Damages maybe applied in the event of implementation delays arising from the actions of the Supplier (as governed by the SCC and GCC clause 28). These milestones should be kept to the essential minimum needed by the Procuring Entity to ensure contract discipline by the Supplier- but not so many that they unnecessarily strain the Procuring Entity-Supplier relationship upon which the successful implementation of the Information System will invariably depend.

The Site Table(s) catalog the physic allocation of the site(s) where the System is to be supplied, installed, and operated. The site(s) may consist of a number of branch offices in remote regions, different departments or offices in the same city, or a combination of these. The Procuring Entity must specify this information in sufficient detail so that Tenderers can accurately estimate costs related to:

a) *Delivery and insurance;*
b) *Installation, including cabling and inter-building communications, etc.*
c) *Perform support services, such as warranty defect repair, maintenance, and other technical support services; and*
d) *Other related Service obligations the successful Tenderer will have to perform under the Contract, including related travel and subsistence costs.*

This information will also help Tenderers identify which site(s) may warrant a site visit during the period they are preparing their tenders. If the System presents complex installation challenges, site layout drawings should be included in the Background and Informational Materials Section.

i) Implementation Schedule Table

*[Specify **desired installation and acceptance dates for all items in Schedule below, modifying the sample line items and sample table entries as needed.**]*

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Tenderer to specify in the Preliminary Project Plan)	Installation (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
0	Project Plan	- -	- -		- -	W_	no
1	Subsystem 1	1	___		- -	- -	- -
:	etc.						
x	Operational Acceptance of the System as an integrated whole	- -	all sites		- -	W__	yes
y	Recurrent Cost Items – Warranty Period	y	- -				

Note: The System Inventory Table(s) for the specific items and components that constitute the Subsystems or item. Refer to the Site Table(s) below for details regarding the site and the site code.
- - indicates not applicable. "Indicates repetition of table entry above.

II). SITE TABLE(S)

*[Specify: **the detailed information regarding the site(s) at which the System is to be operated**]*

Site Code	Site	City / Town / Region	Primary Street Address	Drawing Reference No. (if any)
HQ	Headquarters			
R1	Region 1			
R1.1	Region 1 Head Office			
R1.2	ABC Branch Office			
R1.3	DEF Branch Office			

III)   TABLE OF HOLIDAYS AND OTHER NON – WORKING DAYS

*[Specify: **the days for each month for each year that are non-working days, due to Holidays or other business reasons (other than weekends).**]*

Month	20xy	20xy+1	20xy+2	....			...	20zz
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								

H. System Inventory Tables

Notes on preparing the System Inventory Tables

The System Inventory Tables detail:

a)   for each Subsystem (Deliverable) indicated in the Implementation Schedule, the Information Technologies, Materials, and other Goods and Services that comprise the System to be supplied and/or performed by the Supplier;

b)   the quantities of such Information Technologies, Materials, and other Goods and Services;

c)   the sites and the location of each on a specific site (e.g., building, floor, room, department, etc.)

d)   the cross references to the relevant section of the Technical Requirements where that item is described in greater detail.

The Procuring Entity should modify these tables, as required, to suit the particulars of the System (and Sub systems) to be supplied and installed. The sample text provided for various sections of the tables is illustrative only and should be modified or deleted as appropriate.

There are two sample formats given for the System Inventory Tables: one for the Supply and Installation cost items and the second for recurrent cost items needed (if any). The second version of the table permits the Procuring Entity to obtain price information about items that are needed during the Warranty Period.

A. **System Inventory Table (Supply and Installation Cost ITEMS) [***insert: identifying NUMBER]**

Line-item number: [*specify:* ***relevant line-item number from the Implementation Schedule (e.g., 1.1)]***

[as necessary for the supply and installation of the System, specify: ***the detailed components and quantities in the System Inventory Table below for the line item specified above, modifying the sample components and sample table entries as needed.*** *Repeat the System Inventory Table as needed to cover each and every line item in the Implementation Schedule that requires elaboration.]*

Component No.	Component	Relevant Technical Specifications No.	Additional Site Information (e.g., building, floor, department, etc.)	Quantity
1.	Subsystem 1		- -	- -
1.1	_____			- -
:				
2.	Subsystem 2			- -
2.1	_____			- -
:				

Note: - - indicates not applicable. "indicates repetition of table entry above.

B. SYSTEM INVENTORY TABLE (RECURRENT COST ITEMS) [*INSERT: IDENTIFYING NUMBER***]–**

Line-item number: *[specify: **relevant line-item number from the Implementation Schedule (e.g., y.1)**]*

Component No.	Component	Relevant Technical Specifications No.	Y1	Y2	Y3
1.	Warranty Defect Repair		all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price
2.	Software/Firmware Licenses and Updates:		all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price
3.	Technical Services				
3.1	Sr. Systems Analyst		----days	----days	----days
3.2	Sr. Programmer		----days	----days	----days
3.3	Sr. Network Specialist, …. etc.		----days	----days	----days
	…				

Note: - indicates not applicable. "indicates repetition of table entry above.

2. Background and Informational Materials

Notes on Background and Informational Materials

This section of the tendering document provides a place to gather materials that the Procuring Entity believes will help Tenderers prepare more precisely targeted technical tenders and more precise tender prices.

These materials MUST NOT introduce requirements for the Information System. Rather they should assist Tenderers to interpret the Technical Requirements and the General and Specific Conditions of Contract. For example, these Background and Informational Materials may describe existing information systems that the Information System to be supplied and installed under the Contract must integrate with. However, the specific requirement that the Supplier must integrate the Information System with other systems needs to be stated in the Technical Requirements. Similarly, these Background and Informational Materials may describe the legal and regulatory norms (including for example statutory report formats) that are relevant to the Information System. The Technical Requirements Section would need to spell out that the Supplier must ensure the Information System complies with the relevant legal and regulatory norms.

Background and Informational Materials

Note: The following is only a sample outline. Entries should be modified, extended, and/or deleted, as appropriate for the particular System to be supplied and installed. DO NOT introduce requirements for the System in this section.

A. BACKGROUND

1   The Procuring Entity

1.1   [provide: an overview of the Agency's legal basis, organizational role, and core objectives]

1.2   [provide: an overview of the stakeholders to the Information System

1.3   [provide: an overview of the Procuring Entity's project management and decision-making arrangements applicable to the System and performance of the Contract]

2   The Procuring Entity's Business Objectives for the Information System

2.1   [provide: an overview of the current business objectives, procedures, and processes and how they will be affected by the System]

2.2   [provide: an overview of the changes in objectives, procedures, and processes to be made possible by the System]

2.3   [provide: a brief description of the expected benefits of the System]

B. INFORMATIONAL MATERIALS

3   The Legal, Regulatory, and Normative Context for the Information System

3.1   [provide: an overview of the laws, regulations and other formal norm which will shape the Information System.]

3.2   [provide: samples of existing standardized reports, data entry forms, data formats, data coding schemes, etc. which the Information System will need to implement.]

4   Existing Information Systems/ Information Technologies Relevant to the Information System

4.1   [provide: an overview of the existing information systems and information technologies which will establish the technological context for the implementation of the Information System.]

4.2   [provide: an overview of the ongoing or planned information systems initiatives that will shape context for the implementation of the Information System.]

5   Available Training Facilities to Support the Implementation of the Information System

5.1   [provide: an overview of the Procuring Entity's existing training facilities that would be available to support the implementation of the Information System.]

6   Site Drawings and Site Survey Information Relevant to the Information System

6.1   [provide: information of the sites at which the Information System would be implemented.]

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VI - General Conditions of Contract

General Conditions of Contract

A. CONTRACT AND INTERPRETATION

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated below.

    a) Contract Elements

      i) "Contract" means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly.

      ii) "Contract Documents" means the documents specified in Article1.1(Contract Documents) of the Contract Agreement (including any amendments to these Documents).

      iii) "Contract Agreement" means the agreement entered into between the Procuring Entity and the Supplier using the form of Contract Agreement contained in the Sample Contractual Forms Section of the tender documents and any modifications to this form agreed to by the Procuring Entity and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.

      iv) "GCC" means the General Conditions of Contract.

      v) "SCC" means the Special Conditions of Contract.

      vi) "Technical Requirements" means the Technical Requirements in Section VII of the tendering documents.

      vii) "Implementation Schedule" means the Implementation Schedule in Section VII of the tendering documents.

      viii) "Contract Price" means the price or prices defined in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.

      ix) "Procurement Regulations" refers to the Regulations issued under the Public Procurement and Asset Disposal Act (2015).

      x) "tendering documents" refers to the collection of documents issued by the Procuring Entity to instruct and inform potential suppliers of the processes for tendering, selection of the winning tender, and Contract formation, as well as the contractual conditions governing the relationship between the Procuring Entity and the Supplier. The General and Special Conditions of Contract, the Technical Requirements, and all other documents included in the tendering documents reflect the Procurement Regulations that the Procuring Entity is obligated to follow during procurement and administration of this Contract.

    b) Entities

      i) "Procuring Entity" means the entity purchasing the Information System, as **specified in the SCC.**

      ii) "Project Manager" means the person **named as such in the SCC** or otherwise appointed by the Procuring Entity in the manner provided in GCC Clause 18.1 (Project Manager) to perform the duties delegated by the Procuring Entity.

      iii) "Supplier" means the firm or Joint Venture whose tender to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.

      iv) "Supplier's Representative" means any person nominated by the Supplier and named as such in the Contract Agreement or otherwise approved by the Procuring Entity in the manner provided in GCC Clause18.2 (Supplier's Representative) to perform the duties delegated by the Supplier.

      v) "Subcontractor" means any firm to whom any of the obligations of the Supplier, including preparation of any design or supply of any Information Technologies or other Goods or Services, is sub contracted directly or indirectly by the Supplier.

      vi) "Adjudicator" means the person named in Appendix 2 of the Contract Agreement, appointed by agreement between the Procuring Entity and the Supplier to make a decision on or to settle any

Dispute between the Procuring Entity and the Supplier referred to him or her by the parties, pursuant to GCC Clause 43.1 (Adjudication).

c)   Scope

i)   "Information System," also called "the System," means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier's Equipment), together with the Services to be carried out by the Supplier under the Contract.

ii)   "Subsystem" means any subset of the System identified as such in the Contract that may be supplied, installed, tested, and commissioned individually before Commissioning of the entire System.

iii)   "Information Technologies" means all information processing and communications-related hardware, Software, supplies, and consumable items that the Supplier is required to supply and install under the Contract.

iv)   "Goods" means all equipment, machinery, furnishings, Materials, and other tangible items that the Supplier is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Supplier's Equipment.

v)   "Services" means all technical, logistical, management, and any other Services to be provided by the Supplier under the Contract to supply, install, customize, integrate, and make operational the System. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, customization, documentation, transportation, insurance, inspection, expediting, site preparation, installation, integration, training, data migration, Pre- commissioning, Commissioning, maintenance, and technical support.

vi)   "The Project Plan" means the document to be developed by the Supplier and approved by the Procuring Entity, pursuant to GCC Clause 19, based on the requirements of the Contract and the Preliminary Project Plan included in the Supplier's tender. The "Agreed Project Plan" is the version of the Project Plan approved by the Procuring Entity, in accordance with GCC Clause 19.2. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.

vii)   "Software" means that part of the System which are instructions that cause information processing Sub systems to perform in a specific manner or execute specific operations.

viii) "System Software" means Software that provides the operating and management instructions for the underlying hardware and other components, and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Systems Software. Such System Software includes, but is not restricted to, micro-code embedded in hardware (i.e., "firmware"), operating systems, communications, system and network management, and utility software.

ix)   "General-Purpose Software" means Software that supports general-purpose office and software development activities and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be General-Purpose Software. Such General- Purpose Software may include, but is not restricted to, word processing, spreadsheet, generic database management, and application development software.

x)   "Application Software" means Software formulated to perform specific business or technical functions and interface with the business or technical users of the System and is identified as such in Appendix4 of the Contract Agreement and such other Software as the parties may agree in writing to be Application Software.

xi)   "Standard Software" means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Standard Software.

xii)   "Custom Software" means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Custom Software.

xiii) "Source Code" means the database structures, dictionaries, definitions, program source files, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Software (typically, but not exclusively, required for Custom Software).

xiv) "Materials" means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Procuring Entity under the Contract.

xv) "Standard Materials" means all Materials not specified as Custom Materials.

xvi) "Custom Materials" means Materials developed by the Supplier at the Procuring Entity's expense under the Contract and identified as such in Appendix 5 of the Contract Agreement and such other Materials as the parties may agree in writing to be Custom Materials. Custom Materials includes Materials created from Standard Materials.

xvii) "Intellectual Property Rights" means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extractor re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sub license, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter in to computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

xviii) "Supplier's Equipment" means all equipment, tools, apparatus, or things of every kind required in or for installation, completion and maintenance of the System that are to be provided by the Supplier, but excluding the Information Technologies, or other items forming part of the System.

d) Activities

i) "Delivery" means the transfer of the Goods from the Supplier to the Procuring Entity in accordance with the current edition Incoterms specified in the Contract.

ii) "Installation" means that the System or a Subsystem as specified in the Contract is ready for Commissioning as provided in GCC Clause 26 (Installation).

iii) "Pre-commissioning" means the testing, checking, and any other required activity that may be specified in the Technical Requirements that are to be carried out by the Supplier in preparation for Commissioning of the System as provided in GCC Clause 26 (Installation).

iv) "Commissioning" means operation of the System or any Subsystem by the Supplier following Installation, which operation is to be carried out by the Supplier as provided in GCC Clause27.1 (Commissioning), for the purpose of carrying out Operational Acceptance Test (s).

v) "Operational Acceptance Tests" means the tests specified in the Technical Requirements and Agreed Project Plan to be carried out to ascertain whether the System, or a specified Sub system, is able to attain the functional and performance requirements specified in the Technical Requirements and Agreed Project Plan, in accordance with the provisions of GCC Clause 27.2 (Operational Acceptance Test).

vi) "Operational Acceptance" means the acceptance by the Procuring Entity of the System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts), in accordance with GCC Clause27.3(Operational Acceptance).

e) Place and Time

i) "Supplier's Country" is the country in which the Supplier is legally organized, as named in the Contract Agreement.

ii) **Unless otherwise specified in the SCC** "Project Site (s)" means the place (s) in the Site Table in the Technical Requirements Section for the supply and installation of the System.

iii) "Eligible Country" means the countries and territories eligible for participation in procurements.

iv) "Day" means calendar day of the Gregorian Calendar.

v) "Week" means seven (7) consecutive Days, beginning the day of the week as is customary in Kenya.

vi) "Month" means calendar month of the Gregorian Calendar.

vii) "Year" means twelve (12) consecutive Months.

viii) "Effective Date" means the date of fulfillment of all conditions specified in Article 3 (Effective Date for Determining Time for Achieving Operational Acceptance) of the Contract Agreement, for the purpose of determining the Delivery, Installation, and Operational Acceptance dates for the System or Sub system(s).

ix) "Contract Period" is the time period during which this Contract governs the relations and obligations of the Procuring Entity and Supplier in relation to the System, as **unless otherwise specified in the SCC,** the Contract shall continue in force until the Information System and all the Services have been provided, unless the Contract is terminated earlier in accordance with the terms set out in the Contract**.**

x) "Defect Liability Period" (also referred to as the "Warranty Period") means the period of validity of the warranties given by the Supplier commencing at date of the Operational Acceptance Certificate of the System or Sub system(s), during which the Supplier is responsible for defects with respect to the System (or the relevant Sub-system[s]) as provided in GCC Clause 29 (Defect Liability).

xi) "The Coverage Period" means the Days of the Week and the hours of those Days during which maintenance, operational, and/ or technical support services (if any) must be available.

xii) The Post-Warranty Services Period" means the number of years **defined in the SCC** (if any), following the expiration of the Warranty Period during which the Supplier may be obligated to provide Software licenses, maintenance, and/ or technical support services for the System, either under this Contractor under separate contract(s).

2. Contract Documents

2.1 Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

3. Interpretation

3.1 Governing Language

3.1.1 All Contract Documents and related correspondence exchanged between Procuring Entity and Supplier shall be written in **the English Language** of these tendering documents**,** and the Contract shall be construed and interpreted in accordance with that language.

3.1.2 If any of the Contract Documents or related correspondence are prepared in a language other than the English Language under GCC Clause 3.1.1 above, the translation of such documents into the **English** language shall prevail in matters of interpretation. The originating party, with respect to such documents shall bear the costs and risks of such translation.

3.2 Singular and Plural The singular shall include the plural and the plural the singular, except where the context otherwise requires.

3.3 **Headings**
The headings and marginal notes in the GCC are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.

3.4 **Persons**
Words importing persons or parties shall include firms, corporations, and government entities.

3.5 **Incoterms**
Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by the Incoterms.

Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.

3.6 **Entire Agreement**
The Contract constitutes the entire agreement between the Procuring Entity and Supplier with respect to the subject matter of Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect to the subject matter of the Contract made prior to the date of Contract.

3.7   Amendment

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party to the Contract.

3.8   Independent Supplier

The Supplier shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract.

Subject to the provisions of the Contract, the Supplier shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Sub contractors engaged by the Supplier in connection with the performance of the Contract shall be under the complete control of the Supplier and shall not be deemed to be employees of the Procuring Entity, and nothing contained in the Contractor in any sub contract awarded by the Supplier shall be construed to create any contractual relationship between any such employees, representatives, or Sub contractors and the Procuring Entity.

3.9   Joint Venture

If the Supplier is a Joint Venture of two or more firms, all such firms shall be jointly and severally bound to the Procuring Entity for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the Joint Venture. The composition or constitution of the Joint Venture shall not be altered without the prior consent of the Procuring Entity.

3.10   Non-waiver

3.10.1 Subject to GCC Clause 3.10.2 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contractor the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

3.10.2 Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

3.11   Severability
If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3.12   Country of Origin
"Origin" means the place where the Information Technologies, Materials, and other Goods for the System were produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, Software development, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The Origin of Goods and Services is distinct from the nationality of the Supplier and may be different.

4.   Notices

4.1   Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shall be sent, pursuant to GCC Clause 4.3 below, by personal delivery, air mail post, special courier, facsimile, electronic mail, or Electronic Data Interchange (EDI), with the following provisions.

4.1.1   Any notice sent by facsimile, electronic mail, or EDI shall be confirmed within two (2) days after dispatch by notice sent by air mail post or special courier, except as otherwise specified in the Contract.

4.1.2   Any notice sent by air mail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by air mail or special courier.

4.1.3   Any notice delivered personally or sent by facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.

4.1.4   Either party may change its postal, facsimile, electronic mail, or EDI addresses for receipt of such notices by ten (10) days' notice to the other party in writing.

4.2   Notices shall be deemed to include any approvals, consents, instructions, orders, certificates, information and other communication to be given under the Contract.

4.3   Pursuant to GCC Clause 18, notices from/to the Procuring Entity are normally given by, or addressed to, the Project Manager, while notices from/to the Supplier are normally given by, or addressed to, the Supplier's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or Supplier's Representative (or deputy), or if their related authority is limited by the SCC for GCC Clauses 18.1 or 18.2.2, or for any other reason, the Procuring Entity or Supplier may give and receive notices at their fall back addresses. The address of the Project Manager and the fall back address of the Procuring Entity are as **specified in the SCC** or as subsequently established/ amended. The address of the Supplier's Representative and the fall back address of the Supplier are as specified in Appendix 1 of the Contract Agreement or as subsequently established/amended.

5.   Governing Law

5.1   The Contract shall be governed by and interpreted in accordance with the laws of Kenya.

5.2   Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in Kenya when
   a   As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
   b   by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

6   Fraud and Corruption

6.1   The Procuring Entity requires compliance with the laws of Kenya on Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in its statutes.

6.2   The Procuring Entity requires the Suppliers to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. SUBJECT MATTER OF CONTRACT

7   Scope of the System

7.1   Unless otherwise expressly **limited in the SCC** or Technical Requirements, the Supplier's obligations cover the provision fall Information Technologies, Materials and other Goods as well as the performance of all Services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed Project Plan.

7.2   The Supplier shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and/or items and Materials were expressly mentioned in the Contract.

7.3   The Supplier's obligations (if any) to provide Goods and Services as implied by the Recurrent Cost tables of the Supplier's tender, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), areas **specified in the SCC,** including the relevant terms, characteristics, and timings.

8   Time for Commencement and Operational Acceptance

8.1   The Supplier shall commence work on the System with in the period **specified in the SCC,** and without prejudice to GCC Clause 28.2, the Supplier shall there after proceed with the System in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan.

8.2   The Supplier shall achieve Operational Acceptance of the System (or Subsystem(s) where a separate time for Operational Acceptance of such Sub system (s) is specified in the Contract) in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

9   Supplier's Responsibilities

9.1   The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in the irrespective callings and supervisory staff who are competent to adequately supervise the work at hand.

9.2   The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the Procuring Entity and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date twenty-eight (28) days prior to tender submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.

9.3   The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision-making may constitute grounds   for termination pursuant to GCC Clause 41.2.

9.4   The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in Kenya that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Procuring Entity under GCC Clause 10.4 and that are necessary for the performance of the Contract.

9.5   The Supplier shall comply with all laws in force in Kenya. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Procuring Entity from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature a rising or resulting from the violation of such laws by the Supplier or its personnel, including the Sub contractors and their personnel, but without prejudice to GCC Clause 10.1. The Supplier shall not indemnify the Procuring Entity to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Procuring Entity.

9.6   The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor.

9.7   Any Information Technologies or other Goods and Services that will be incorporated in or be required for the System and other supplies shall have their Origin, as defined in GCC Clause 3.12, in a country that shall be an Eligible Country, as defined in GCC Clause 1.1 (e) (iv).

9.8   Pursuant to paragraph 2.2e. of Appendix B to the General Conditions the Supplier shall permit and shall cause its subcontractors and sub-consultants to permit, the PPRA and/or persons appointed by the PPRA to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the PPRA if requested by the PPRA. The Supplier's and its Sub contractors' and sub-consultants' attention is drawn to Sub-Clause 6.1 which provides, inter alia, that acts intended to materially impede the exercise of the PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of in eligibility pursuant to the PPRA's prevailing sanctions procedures).

9.9   The Supplier shall conform to the sustainable procurement contractual provisions, if and as **specified in the SCC.**

9.10   **Unless otherwise specified in the SCC** the Supplier shall have no other Supplier responsibilities.

10   Procuring Entity's Responsibilities

10.1   The Procuring Entity shall ensure the accuracy of all information and/or data to be supplied by the Procuring Entity to the Supplier, except when otherwise expressly stated in the Contract.

10.2   The Procuring Entity shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41.3.1(b).

10.3   The Procuring Entity shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other are as reasonably required for the proper execution of the Contract.

10.4   If requested by the Supplier, the Procuring Entity shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or under takings require the Supplier or Sub contractors or the personnel of the Supplier or Sub contractors, as the case may be, to obtain.

10.5   In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed Project Plan, or other parts of the Contract, the Procuring Entity shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.

10.6   The Procuring Entity shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the Procuring Entity may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion.

10.7   Unless otherwise specified in the Contractor agreed upon by the Procuring Entity and the Supplier, the Procuring Entity shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Implementation Schedule and the Agreed Project Plan.

10.8   The Procuring Entity will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed Project Plan, or other parts of the Contract.

10.9   The Procuring Entity assumes primary responsibility for the Operational Acceptance Test (s) for the System, in accordance with GCC Clause 27.2, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in anyway the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.

10.10 The Procuring Entity is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract.

10.11 All costs and expenses involved in the performance of the obligations under this GCC Clause 10 shall be the responsibility of the Procuring Entity, save those to be incurred by the Supplier with respect to the performance of the Operational Acceptance Test (s), in accordance with GCC Clause 27.2.

10.12 **Unless otherwise specified in the SCC** the Procuring Entity shall have no other Procuring Entity responsibilities.

C. Payment

11 Contract Price

11.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.

11.2 Unless an adjustment clause is **provided for in the SCC,** the Contract Price shall be a firm lump sum not subject to any alteration, except in the event of a Change in the System pursuant to GCC Clause 39 or to other clauses in the Contract;

11.3 The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

11.4 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (*which would be the tender price*), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a <u>plus or minus</u> percentage. The percentage already worked out during tender evaluation is worked out as follows: *(corrected tender price–tender price)/ tender price X 100*.

12 Terms of Payment

12.1 The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the System or Subsystem(s), Delivered, Pre-commissioned, Installed, and Operationally Accepted, and by documents submitted pursuant to GCC Clause 22.5 and upon fulfillment of other obligations stipulated in the Contract. The Contract Price shall be paid as **specified in the SCC.**

12.2 No payment made by the Procuring Entity herein shall be deemed to constitute acceptance by the Procuring Entity of the System or any Sub system (s).

12.3 Payments shall be made promptly by the Procuring Entity, but in no case later than (sixty (60) days after submission of a valid invoice and upon satisfactorily performance of the contractual obligations by the Supplier. In the event that the Procuring Entity fails to make any payment by its respective due date or within the period set forth in the Contract, the Procuring Entity shall pay to the Supplier interest on the amount of such delayed payment at the rate (s) **specified in the SCC** for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

12.4 Payments shall be made in the currency (ies) specified in the Contract Agreement, pursuant to GCC Clause 11. For Goods and Services supplied locally, payments shall be made **as specified in the SCC.**

12.5 **Unless otherwise specified in the SCC,** payment of the foreign currency portion of the Contract Price for Goods supplied from outside Kenya shall be made to the Supplier through an irrevocable Form of credit opened by an authorized bank in the Supplier's Country and will be payable on presentation of the appropriate documents. It is agreed that the Form of credit will be subject to Article10 of the latest revision of *Uniform Customs and Practice for Documentary Credits*, published by the International Chamber of Commerce, Paris.

13 Securities

13.1 **Issuance of Securities**
The Supplier shall provide the securities specified below in favor of the Procuring Entity at the times and in the amount, manner, and form specified below.

13.2 Advance Payment Security

a) Unless otherwise specified in the SCC, the Supplier shall provide within twenty-eight (28) days of the notification of Contract award an Advance Payment Security in the amount and currency of the Advance Payment specified in SCC for GCC Clause 12.1 above and valid until the System is Operationally Accepted.

b) The security shall be in the form provided in the tendering documents or in another form acceptable to the Procuring Entity. The amount of the security shall be reduced in proportion to the value of the System

executed by and paid to the Supplier from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the Procuring Entity. **Unless otherwise specified in the SCC,** the reduction in value and expiration of the Advance Payment Security are calculated as follows:

P*a/(100-a), where "P" is the sum of all payments effected so far to the Supplier (excluding the Advance Payment), and "a" is the Advance Payment expressed as a percentage of the Contract Price pursuant to the SCC for GCC Clause12.1.

The security shall be returned to the Supplier immediately after its expiration.

13.3   Performance Security

13.3.1 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a security for the due performance of the Contract in the amount and currency **specified in the SCC**.

13.3.2 The security shall be a bank guarantee in the form provided in the Sample Contractual Forms Section of the tendering documents, or it shall be in another form acceptable to the Procuring Entity.

13.3.3 The security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Supplier no later than twenty-eight (28) days after its expiration.

13.3.4 Upon Operational Acceptance of the entire System, the security shall be reduced to the amount specified in the SCC, on the date of the Operational Acceptance, so that the reduced security would only cover the remaining warranty obligations of the Supplier.

14   Taxes and Duties

14.1   For Goods or Services supplied from outside and inside Kenya, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Kenya and inside Kenya, and these duties or taxes shall be made part of the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to, in which case the duties and taxes will be the Supplier's responsibility.

14.2   For Goods or Services supplied locally, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods or Services to the Procuring Entity. The only exception are taxes or duties, such as value-added or sales tax or stamp duty as apply to, or are clearly identifiable, on the invoices and provided they apply in Kenya, and only if these taxes, levies and/or duties are also excluded from the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to.

14.3   If any tax exemptions, reductions, allowances, or privileges may be available to the Supplier in Kenya, the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

14.4   For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of tender submission in Kenya (also called "Tax" in this GCC Clause 14.4). If any Tax rates are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Supplier, its Sub contractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

D.   Intellectual Property

15   Copyright

15.1   The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.

15.2 The Procuring Entity agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause16, except that additional copies of Standard Materials may be made by the Procuring Entity for use within the scope of the project of which the System is apart, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials.

15.3 The Procuring Entity's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or **unless otherwise specified in the SCC** to a legally constituted successor organization (e.g., a reorganization of a public entity formally authorized by the government or through a merger or acquisition of a private entity)**.**

15.4 **Unless otherwise specified in the SCC,** the Intellectual Property Rights in all Custom Software and Custom Materials specified in Appendices 4 and 5 of the Contract Agreement (if any) shall, at the date of this Contractor on creation of the rights (if later than the date of this Contract), vest in the Procuring Entity. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the Procuring Entity may consider necessary or desirable to perfect the right, title, and interest of the Procuring Entity in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of am or alright in such an item does not assert it, and the Supplier shall, if requested to do so by the Procuring Entity and where permitted by applicable law, ensure that the holder of such a moral right waives it.

15.5 **Unless otherwise specified in the SCC**, escrow arrangements shall NOT be required.

16 Software License Agreements

16.1 Except to the extent that the Intellectual Property Rights in the Software vest in the Procuring Entity, the Supplier here by grants to the Procuring Entity license to access and use the Software, including all inventions, designs, and marks embodied in the Software.
Such license to access and use the Software shall:
a) be:
   i. non-exclusive;
   ii. fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 41.1 or 41.3);
   iii. **unless otherwise specified in the SCC** valid throughout Kenya;
   iv. **unless otherwise specified in the SCC subject** to NO additional restrictions.
b) Permit the Software to be:

i. used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's tender), plus a backup computer(s) of the same or similar capacity, if the primary is (are) in operative, and during a reasonable transitional period when use is being transferred between primary and back up;

ii. used or copied for use on or transferred to are placement computer (s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's tender specifies a class of computer to which the license is restricted, the replacement computer (s) is (are) within that class;

iii. if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or back up computer (s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access;

iv. reproduced for safe keeping or back up purposes;

v. customized, adapted, or combined with other computer software for use by the Procuring Entity, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as a reset forth in this Contract;

vi. **unless otherwise specified in the SCC,** disclosed to, and reproduced for use by, support service suppliers and their sub-contractors, (and the Procuring Entity may sub-license such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as a reset forth in this Contract; and

vii. **unless otherwise specified in the SCC** disclosed to, and reproduced for use by, NO other parties.

16.2   TheSupplierhastherighttoaudittheStandardSoftwaretoverifycompliancewiththeabovelicenseagreements.
Unless otherwise specified in the SCC, the Procuring Entity will make available to the Supplier, within seven (7) days of a written request, accurate and up-to-date records of the number and location of copies, the number of authorized users, or any other relevant data required to demonstrate use of the Standard Software as per the license agreement. If and only if, expressly agreed in writing between the Procuring Entity and the Supplier, Procuring Entity will allow, under a pre-specified agreed procedure, the execution of embedded software functions under Supplier's control, and unencumbered transmission of resulting information on software usage.

17   Confidential Information

17.1   **Unless otherwise specified in the SCC,** the" Receiving Party" (either the Procuring Entity or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.

17.2   For the purposes of GCC Clause 17.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the Procuring Entity or the Procuring Entity's use of the System.

17.3   Notwithstanding GCC Clauses 17.1 and 17.2:

   a)   the Supplier may furnish to its Subcontractor Confidential Information of the Procuring Entity to the extent reasonably required for the Subcontractor to perform its work under the Contract; and

   b)   the Procuring Entity may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries, in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and a tenderer by the Receiving Party's obligations under this GCC Clause 17 as if that person were party to the Contract in place of the Receiving Party.

17.4   The Procuring Entity shall not, without the Supplier's prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not, without the Procuring Entity's prior written consent, use any Confidential Information received from the Procuring Entity for any purpose other than those that are required for the performance of the Contract.

17.5   The obligation of a party under GCC Clauses 17.1 through 17.4 above, however, shall not apply to that information which:
   a)   Now or hereafter enters the public domain through no fault of the Receiving Party;
   b)   can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;
   c)   otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.

17.6   The above provisions of this GCC Clause17 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.

17.7   **Unless otherwise specified in the SCC**, the provisions of this GCC Clause17 shall survive the termination, for whatever reason, of the Contract for three (3) years.

E.   Supply, Installation, Testing, Commissioning, and Acceptance of the System

18   Representatives

18.1   **Project Manager**

   If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Procuring Entity shall appoint and notify the Supplier in writing of the name of the Project Manager. The

Procuring Entity may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Supplier without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the System. Such appointment shall take effect only upon receipt of such notice by the Supplier. **Unless otherwise specified in the SCC** (if any), the Project Manager shall have the authority to represent the Procuring Entity on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Procuring Entity pursuant to GCC Clause4.

18.2 Supplier's Representative

18.2.1 If the Supplier's Representative is not named in the Contract, then with in fourteen (14) days of the Effective Date, the Supplier shall appoint the Supplier's Representative and shall request the Procuring Entity in writing to approve the person so appointed. The request must be accompanied by a detailed curriculum vitae for the nominee, as well as a description of any other System or non-System responsibilities the nominee would retain while performing the duties of the Supplier's Representative. If the Procuring Entity does not object to the appointment within fourteen (14) days, the Supplier's Representative shall be deemed to have been approved. If the Procuring Entity objects to the appointment within fourteen (14) days giving the reason therefor, then the Supplier shall appoint a replacement within fourteen (14) days of such objection in accordance with this GCC Clause 18.2.1.

18.2.2 **Unless otherwise specified in the SCC** (if any), the Supplier's Representative shall have the authority to represent the Supplier on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Supplier pursuant to GCC Clause 4.

18.2.3 The Supplier shall not revoke the appointment of the Supplier's Representative without the Procuring Entity's prior written consent, which shall not be unreasonably withheld. If the Procuring Entity consents to such an action, the Supplier shall appoint another person of equal or superior qualifications as the Supplier's Representative, pursuant to the procedure set out in GCC Clause 18.2.1.

18.2.4 The Supplier's Representative and staff are obliged to work closely with the Procuring Entity's Project Manager and staff, act within their own authority, and a tenderer by directives issued by the Procuring Entity that are consistent with the terms of the Contract. The Supplier's Representative is responsible for managing the activities of its personnel and any subcontracted personnel.

18.2.5 The Supplier's Representative may, subject to the approval of the Procuring Entity (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Supplier's Representative and shall specify the powers, functions, and authorities there by delegated or revoked. No such delegation or revocation shall take effect unless and until the notice of it has been delivered.

18.2.6 Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with GCC Clause18.2.5shall be deemed to be an act or exercise by the Supplier's Representative.

18.3 Objections and Removals

18.3.1 The Procuring Entity may by notice to the Supplier object to any representative or person employed by the Supplier in the execution of the Contract who, in the reasonable opinion of the Procuring Entity, may have behaved inappropriately, be incompetent, or be negligent. The Procuring Entity shall provide evidence of the same, where upon the Supplier shall remove such person from work on the System.

18.3.2 If any representative or person employed by the Supplier is removed in accordance with GCC Clause18.3.1, the Supplier shall, where required, promptly appoint a replacement.

19   Project Plan

19.1 In close cooperation with the Procuring Entity and based on the Preliminary Project Plan included in the Supplier's tender, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as **specified in the SCC** and/ or Technical Requirements.

19.2   **Unless otherwise specified in the SCC**, within thirty (30) days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Procuring Entity. The Procuring Entity shall, within fourteen (14) days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements and/or the SCC (in this Clause 19.2 called "non-conformities" below). The Supplier shall, within five (5) days of receipt of such notification, correct the Project Plan and resubmit to the Procuring Entity. The Procuring Entity shall, within five (5) days of resubmission of the Project Plan, notify the Supplier of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non-conformities, the Procuring Entity shall provide confirmation in writing to the Supplier. This approved Project Plan ("the Agreed Project Plan") shall be contractually binding on the Procuring Entity and the Supplier.

19.3   If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 39 and 40.

19.4   The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed Project Plan and the Contract.

19.5   **Unless otherwise specified in the SCC**, the Supplier shall submit to the Procuring Entity Monthly Progress Reports summarizing:

   i)   Results accomplished during the prior period;
   ii)   cumulative deviations to date from schedule of progress milestones as specified in the Agreed Project Plan;
   iii)   corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;
   iv)   other issues and outstanding problems; proposed actions to be taken;
   v)   resources that the Supplier expects to be provided by the Procuring Entity and/ or actions to be taken by the Procuring Entity in the next reporting period;
   vi)   other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness.

19.6   The Supplier shall submit to the Procuring Entity other (periodic) reports **as specified in the SCC**.

20   Sub-contracting

20.1   Appendix 3 (List of Approved Subcontractors) to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the Procuring Entity. If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Supplier may from time to time propose additions to or deletions from any such list. The Supplier shall submit any such list or any modification to the list to the Procuring Entity for its approval insufficient time so as not to impede the progress of work on the System. The Procuring Entity shall not withhold such approval unreasonably. Such approval by the Procuring Entity of a Subcontractor (s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract.

20.2   The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 20.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the Procuring Entity's prior approval under GCC Clause 20.3.

20.3   For items for which pre-approved Subcontractor lists have not been specified in Appendix 3 to the Contract Agreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifies the Procuring Entity in writing at least twenty-eight (28) days prior to the proposed mobilization date for such Subcontractor; and (ii) by the end of this period either the Procuring Entity has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontract or to which the Procuring Entity has objected in writing prior to the end of the notice period. The absence of a written objection by the Procuring Entity during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the Procuring Entity of Subcontractors not listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the Procuring Entity or Supplier as they are specified in GCC Clauses

20.1 and 20.2, or in Appendix3 of the Contract Agreement.

21 Design and Engineering

21.1 Technical Specifications and Drawings

21.1.1 The Supplier shall execute the basic and detailed design and the implementation activities necessary for successful installation of the System in compliance with the provisions of the Contractor, where not so specified, in accordance with good industry practice.

The Supplier shall be responsible for any discrepancies, errors or omissions in the specifications, drawings, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors, or omissions are not because of in accurate information furnished in writing to the Supplier by or on behalf of the Procuring Entity.

21.1.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification of such design, drawings, specification, or other documents provided or designated by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Project Manager.

21.2 Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of tender submission shall apply. During Contract execution, any changes in such codes and standards shall be applied after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 39.3.

21.3 Approval/ Review of Controlling Technical Documents by the Project Manager

21.3.2 **Unless otherwise specified in the SCC**, there will NO Controlling Technical Documents required. However, **if the SCC specifies** Controlling Technical Documents, the Supplier shall prepare and furnish such documents for the Project Manager's approval or review.

Any part of the System covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval of these documents.

GCC Clauses 21.3.2 through 21.3.7 shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.

21.3.3 Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC Clause 21.3.1, the Project Manager shall either return one copy of the document to the Supplier with its approval endorsed on the document or shall notify the Supplier in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes. If the Project Manager fails to take such action within the fourteen (14) days, then the document shall be deemed to have been approved by the Project Manager.

21.3.4 The Project Manager shall not disapprove any document except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good industry practice.

21.3.5 If the Project Manager disapproves the document, the Supplier shall modify the document and resubmit it for the Project Manager's approval in accordance with GCC Clause 21.3.2. If the Project Manager approves the document subject to modification(s), the Supplier shall make the required modification(s), and the document shall then be deemed to have been approved, subject to GCC Clause 21.3.5. The procedure set out in GCC Clauses 21.3.2 through 21.3.4 shall be repeated, as appropriate, until the Project Manager approves such documents.

21.3.6 If any dispute occurs between the Procuring Entity and the Supplier in connection with or arising out of the disapproval by the Project Manager of any document and/ or any modification (s) to a document that cannot be settled between the parties within a reasonable period, then, in case the Contract Agreement includes and names an Adjudicator, such dispute may be referred to the Adjudicator for determination in accordance with GCC Clause 43.1 (Adjudication). If such dispute is referred to an Adjudicator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Supplier shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Adjudicator upholds the Supplier's view on the dispute and if the Procuring Entity has not given notice under GCC Clause 43.1.2, then the Supplier shall be reimbursed by the Procuring Entity for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Adjudicator shall decide, and the Time for Achieving Operational Acceptance shall be extended accordingly.

21.3.7   The Project Manager's approval, with or without modification of the document furnished by the Supplier, shall not relieve the Supplier of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Supplier by or on behalf of the Procuring Entity.

21.3.8   The Supplier shall not depart from any approved document unless the Supplier has first submitted to the Project Manager an amended document and obtained the Project Manager's approval of the document, pursuant to the provisions of this GCC Clause 21.3. If the Project Manager requests any change in any already approved document and/or in any document based on such an approved document, the provisions of GCC Clause 39 (Changes to the System) shall apply to such request.

22   Procurement, Delivery, and Transport

22.1   Subject to related Procuring Entity's responsibilities pursuant to GCC Clauses 10 and 14, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site.

22.2   Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements.

22.3   Early or partial deliveries require the explicit written consent of the Procuring Entity; which consent shall not be unreasonably withheld.

22.4   Packaging and Transportation

22.4.1   The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the Procuring Entity's instructions to the Supplier.

22.4.2   The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Inco terms.

22.4.3   **Unless otherwise specified in the SCC,** the Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country.

Unless otherwise specified in the SCC, the Supplier will provide the Procuring Entity with shipping and other documents, as specified below:

22.4.4   For Goods supplied from outside Kenya:
Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company contracted by the Supplier to provide cargo insurance by cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring Entity by mail or courier, as appropriate, with a copy to the cargo insurance company:
a   Two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;
b   usual transportation documents;
c   insurance certificate;
d   certificate (s) of origin; and
e   estimated time and point of arrival in Kenya and at the site.

25.5.2   For Goods supplied locally (i.e., from within Kenya):

Upon shipment, the Supplier shall notify the Procuring Entity by cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring Entity by mail or courier, as appropriate:

a   Two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount;

b   Delivery note, railway receipt, or truck receipt;

c   certificate of insurance;

d   certificate (s) of origin; and

e   estimated time of arrival at the site.

25.6   Customs Clearance

a)   The Procuring Entity will bear responsibility for, and cost of, customs clearance into Kenya in accordance with the particular Incoterm(s) used for Goods supplied from outside Kenya in the Price Schedules referred to by Article2 of the Contract Agreement.

b)   At the request of the Procuring Entity, the Supplier will make available a representative or agent during the process of customs clearance in Kenya for goods supplied from outside Kenya. In the event of delays in customs clearance that are not the fault of the Supplier:

i)   the Supplier shall be entitled to an extension in the Time for Achieving Operational Acceptance, pursuant to GCC Clause40;

ii)   the Contract Price shall be adjusted to compensate the Supplier for any additional storage charges that the Supplier may incur as a result of the delay.

23   Product Upgrades

23.1   At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its tender and still to be delivered, the Supplier shall be obligated to offer to the Procuring Entity the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices, pursuant to GCC Clause39 (Changes to the System).

23.2   At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Procuring Entity any cost reductions and additional and/ or improved support and facilities that it offers to other clients of the Supplier in Kenya, pursuant to GCC Clause39 (Changes to the System).

23.3   During performance of the Contract, the Supplier shall offer to the Procuring Entity all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in Kenya, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for these Software exceed those quoted by the Supplier in the Recurrent Costs tables in its tender.

23.4   **Unless otherwise specified in the SCC,** during the Warranty Period, the Supplier will provide at no additional cost to the Procuring Entity all new versions, releases, and updates for all Standard Software that are used in the System, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in Kenya, and no later than twelve (12) months after they are released in the country of origin of the Software.

23.5   The Procuring Entity shall introduce all new versions, releases or updates of the Software within eighteen (18) months of receipt of a production-ready copy of the new version, release, or update, provided that the new version, release, or update does not adversely affect System operation or performance or require extensive reworking of the System. In cases where the new version, release, or update adversely affects System operation or performance, or requires extensive reworking of the System, the Supplier shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of the new version, release, or update. In no case shall the Supplier stop supporting or maintaining a version or release of the Software less than twenty-four (24) months after the Procuring Entity receives a production-ready copy of a subsequent version, release, or update. The Procuring Entity shall use all reasonable endeavors to implement any new version, release, or update as soon as practicable, subject to the twenty-four-month-long stop date.

24 Implementation, Installation, and Other Services

24.1 The Supplier shall provide all Services specified in the Contract and Agreed Project Plan in accordance with the highest standards of professional competence and integrity.

24.2 Prices charged by the Supplier for Services, if not included in the Contract, shall be agreed upon in advance by the parties (including, but not restricted to, any prices submitted by the Supplier in the Recurrent Cost Schedules of its Tender) and shall not exceed the prevailing rates charged by the Supplier to other Procuring Entity's in Kenya for similar services.

25 Inspections and Tests

25.1 The Procuring Entity or its representative shall have the right to inspect and/or test any components of the System, as specified in the Technical Requirements, to confirm their good working order and/ or conformity to the Contract at the point of delivery and/ or at the Project Site.

25.2 The Procuring Entity or its representative shall be entitled to attend any such inspections and/or tests of the components, provided that the Procuring Entity shall bear all costs and expenses incurred in connection with such attendance, including but not limited to all inspection agent fees, travel, and related expenses.

25.3 Should the inspected or tested components fail to conform to the Contract, the Procuring Entity may reject the component (s), and the Supplier shall either replace the rejected component (s), or make alterations as necessary so that it meets the Contract requirements free of cost to the Procuring Entity.

25.4 The Project Manager may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such inspection and/ or test shall be added to the Contract Price. Further, if such inspection and/ or test impedes the progress of work on the System and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected.

25.5 If any dispute shall arise between the parties in connection with or caused by an inspection and/ or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process pursuant to GCC Clause 43 (Settlement of Disputes), starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement.

26 Installation of the System

26.1 As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, Pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the SCC and the Agreed Project Plan, the Supplier shall so notify the Procuring Entity in writing.

26.2 The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, either issue an Installation Certificate in the form specified in the Sample Contractual Forms Section in the tendering documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Sub system is specified pursuant to the SCC for GCC Clause27.2.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 26.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/ or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carryout retesting of the System or Sub system and, when in the Supplier's opinion the System or Sub system is ready for Commissioning and Operational Acceptance Testing, notify the Procuring Entity in writing, in accordance with GCC Clause 26.1. The procedure set out in this GCC Clause shall be repeated, as necessary, until an Installation Certificate is issued.

26.3 If the Project Manager fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1,or if the Procuring Entity puts the System or a Subsystem in to production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeated notice, or when the Procuring Entity put the System in to production operation, as the case may be.

27   Commissioning and Operational Acceptance

27.1   Commissioning

27.1.1   Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 27.2.1) shall be commenced by the Supplier:

a)   immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 26.2; or

b)   as otherwise specified in the Technical Requirement or the Agreed Project Plan; or

c)   immediately after Installation is deemed to have occurred, under GCC Clause 26.3.

27.1.2   The Procuring Entity shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning. Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing.

27.2   Operational Acceptance Tests

27.2.1   The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Procuring Entity (in accordance with GCC Clause 10.9), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or Subsystem[s]), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier's tender, including, but not restricted to, the functional and technical performance requirements. **Unless otherwise specified in the SCC**, the Operational Acceptance Tests during Commissioning will be conducted as specified in the Technical Requirements and/ or the Agreed Project Plan. At the Procuring Entity's discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.

27.2.2   If for reasons attributable to the Procuring Entity, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 27.2.1) cannot be successfully completed within ninety (90) days from the date of Installation or any other period agreed upon in writing by the Procuring Entity and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/ or the Agreed Project Plan, and GCC Clause 28.2 and 28.3 shall not apply.

27.3   Operational Acceptance

27.3.1   Subject to GCC Clause 27.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when

a   the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed Project Plan have been successfully completed; or

b   the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Procuring Entity within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2.2 above; or

c   the Procuring Entity has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the Procuring Entity and document such use.

27.3.2   At any time after any of the events set out in GCC Clause 27.3.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.

27.3.3   After consultation with the Procuring Entity, and within fourteen (14) days after receipt of the Supplier's notice, the Project Manager shall:

a   Issue an Operational Acceptance Certificate; or

b   Notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or

c   Issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 27.3.1 (b) arises.

27.3.4   The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify the Procuring Entity, and the Procuring Entity, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the System or Sub system. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify the Procuring Entity of its request for Operational Acceptance Certification, in accordance with GCC Clause 27.3.3. The Procuring Entity shall then issue to the Supplier the Operational Acceptance Certification in accordance with GCC Clause 27.3.3 (a), or shall notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause27.3.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.

27.3.5   If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 27.2, the neither:

a   The Procuring Entity may consider terminating the Contract, pursuant to GCC Clause

41.2.2; or

b   If the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the Procuring Entity to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract, and GCC Clauses 30.3 and 30.4 shall not apply.

27.3.6   If within fourteen (14) days after receipt of the Supplier's notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Supplier's said notice.

27.4   Partial Acceptance

27.4.1   If so specified in the SCC for GCC Clause 27.2.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem (s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate (s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 27.4.2.

27.4.2   The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 27.4.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC Clauses 12.1 and 27.2.1) once all major components and Subsystems have been supplied, installed, tested, and commissioned.

27.4.3   In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Procuring Entity or Supplier.

F.   **Guarantees and Liabilities**

28   **Operational Acceptance Time Guarantee**

28.1   The Supplier guarantees that it shall complete the supply, Installation, Commissioning, and achieve Operational Acceptance of the System (or Subsystems, pursuant to the SCC for GCC Clause 27.2.1) within the time periods specified in the Implementation Schedule and/or the Agreed Project Plan pursuant to GCC Clause 8.2, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

28.2   **Unless otherwise specified in the SCC**, if the Supplier fails to supply, install, commission, and achieve Operational Acceptance of the System (or Subsystems pursuant to the SCC for GCC Clause 27.2.1) within the time for achieving Operational Acceptance specified in the Implementation Schedule or the Agreed Project Plan, or any extension of the time for achieving Operational Acceptance previously granted under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance), the Supplier shall pay to the

Procuring Entity liquidated damages at the rate of one half of one percent per week as a percentage of the Contract Price (exclusive of Recurrent Costs if any), or the relevant part of the Contract Price if a Subsystem has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount often (10) percent of the Contract Price (exclusive of Recurrent Costs if any). Once the Maximum is reached, the Procuring Entity may consider termination of the Contract, pursuant to GCC Clause 41.2.2.

28.3   **Unless otherwise specified in the SCC,** liquidated damages payable under GCC Clause 28.2 shall apply only to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the Implementation Schedule and/or Agreed Project Plan. This Clause 28.3 shall not limit, however, any other rights or remedies the Procuring Entity may have under the Contract for other delays.

28.4   If liquidated damages are claimed by the Procuring Entity for the System (or Subsystem), the Supplier shall have no further liability whatsoever to the Procuring Entity in respect to the Operational Acceptance time guarantee for the System (or Subsystem). However, the payment of liquidated damages shall not in any way relieve the Supplier from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract.

29   Defect Liability

29.1   The Supplier warrants that the System, including all Information Technologies, Materials, and other Goods supplied and Services provided, shall be free from defects in the design, engineering, Materials, and workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements or that limit in a material fashion the performance, reliability, or extensibility of the System and/or Subsystems. **Unless otherwise specified in the SCC**, there will be NO exceptions and/or limitations to this warranty with respect to Software (or categories of Software). Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.

29.2   The Supplier also warrants that the Information Technologies, Materials, and other Goods supplied under the Contract are new, unused, and in corporate all recent improvements in design that materially affect the System's or Subsystem's ability to fulfill the Technical Requirements.

29.3   **Unless otherwise specified in the SCC,** the Supplier warrants that :(i) all Goods components to be incorporated into the System form part of the Supplier's and/or Subcontractor's current product lines, and (ii) they have been previously released to the market.

29.4   **Unless otherwise specified in the SCC**, the Warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall extend for thirty-six (36) months.

29.5   If during the Warranty Period any defect as described in GCC Clause 29.1 should be found in the design, engineering, Materials, and workmanship of the Information Technologies and other Goods supplied or of the Services provided by the Supplier, the Supplier shall promptly, in consultation and agreement with the Procuring Entity regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier.

29.6   The Supplier shall not be responsible for the repair, replacement, or making good of any defect, or of any damage to the System arising out of or resulting from any of the following causes:
a)   Improper operation or maintenance of the System by the Procuring Entity;
b)   Normal wear and tear;
c)   use of the System with items not supplied by the Supplier, unless otherwise identified in the Technical Requirements, or approved by the Supplier; or
d)   modifications made to the System by the Procuring Entity, or a third party, not approved by the Supplier.

29.7   The Supplier's obligations under this GCC Clause 29 shall not apply to:
a)   any materials that are normally consumed in operation or have a normal life shorter than the Warranty Period; or

b) any designs, specifications, or other data designed, supplied, or specified by or on behalf of the Procuring Entity or any matters for which the Supplier has disclaimed responsibility, in accordance with GCC Clause 21.1.2.

29.8 The Procuring Entity shall give the Supplier a notice promptly following the discovery of such defect, stating the nature of any such defect together with all available evidence. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect any such defect. The Procuring Entity shall afford the Supplier all necessary access to the System and the site to enable the Supplier to perform its obligations under this GCC Clause 29.

29.9 The Supplier may, with the consent of the Procuring Entity, remove from the site any Information Technologies and other Goods that are defective, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site. If the repair, replacement, or making good is of such a character that it may affect the efficiency of the System, the Procuring Entity may give the Supplier notice requiring that tests of the defective part be made by the Supplier immediately upon completion of such remedial work, where upon the Supplier shall carry out such tests.

If such part fails the tests, the Supplier shall carry out further repair, replacement, or making good (as the case maybe) until that part of the System passes such tests. The tests shall be agreed upon by the Procuring Entity and the Supplier.

29.10 **Unless otherwise specified in the SCC**, the response times and repair/replacement times for Warranty Defect Repair are specified in the Technical Requirements. Nevertheless, if the Supplier fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within two weeks the Procuring Entity may, following notice to the Supplier, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the Procuring Entity in connection with such work shall be paid to the Procuring Entity by the Supplier or may be deducted by the Procuring Entity from any monies due the Supplier or claimed under the Performance Security.

29.11 If the System or Subsystem cannot be used by reason of such defect and/or making good of such defect, the Warranty Period for the System shall be extended by a period equal to the period during which the System or Subsystem could not be used by the Procuring Entity because of such defect and/or making good of such defect.

29.12 Items substituted for defective parts of the System during the Warranty Period shall be covered by the Defect Liability Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater. For reasons of information security, the Procuring Entity may choose to retain physical possession of any replaced defective information storage devices.

29.13 At the request of the Procuring Entity and without prejudice to any other rights and remedies that the Procuring Entity may have against the Supplier under the Contract, the Supplier will offer all possible assistance to the Procuring Entity to seek warranty services or remedial action from any subcontracted third-party producers or licensor of Goods included in the System, including without limitation assignment or transfer in favor of the Procuring Entity of the benefit of any warranties given by such producers or licensors to the Supplier.

30 Functional Guarantees

30.1 The Supplier guarantees that, once the Operational Acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to the Procuring Entity's requirements set forth in the Technical Requirements and it conforms to all other aspects of the Contract. The Supplier acknowledges that GCC Clause 27 regarding Commissioning and Operational Acceptance govern show technical conformance of the System to the Contract requirements will be determined.

30.2 If, for reasons attributable to the Supplier, the System does not conform to the Technical Requirements or does not conform to all other aspects of the Contract, the Supplier shall at its cost and expense make such changes, modifications, and/or additions to the System as may be necessary to conform to the Technical Requirements and meet all functional and performance standards. The Supplier shall notify the Procuring Entity upon completion of the necessary changes, modifications, and/or additions and shall request the Procuring Entity to repeat the Operational Acceptance Tests until the System achieves Operational Acceptance.

30.3 If the System (or Subsystem[s]) fails to achieve Operational Acceptance, the Procuring Entity may consider termination of the Contract, pursuant to GCC Clause 41.2.2, and forfeiture of the Supplier's Performance Security in accordance with GCC Clause 13.3 in compensation for the extra costs and delays likely to result from this failure.

31   Intellectual Property Rights Warranty

31.1   The Supplier here by represents and warrants that:

a)   The System as supplied, installed, tested, and accepted;

b)   Use of the System in accordance with the Contract; and

c)   Copying of the Software and Materials provided to the Procuring Entity in accordance with the Contract do not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfer so frights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Procuring Entity to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Supplier shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the System.

32   Intellectual Property Rights Indemnity

32.1   The Supplier shall indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Procuring Entity or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:

a)   Installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located;

b)   copying of the Software and Materials provided by the Supplier in accordance with the Agreement; and

c)   sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs a rise as a result of the Procuring Entity's breach of GCC Clause 32.2.

32.2   Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced there by in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right.

32.3   Such indemnities shall also not apply if any claim of infringement:

a)   Is asserted by apparent, subsidiary, or affiliate of the Procuring Entity's organization;

b)   Is a direct result of a design mandated by the Procuring Entity's Technical Requirements and the possibility of such infringement was duly noted in the Supplier's Tender; or

c)   Results from the alteration of the System, including the Materials, by the Procuring Entity or any persons other than the Supplier or a person authorized by the Supplier.

32.4   If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Clause 32.1, the Procuring Entity shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Procuring Entity within the twenty-eight (28) days, the Procuring Entity shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

32.5   The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or

Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Supplier in connection with this Contract by the Procuring Entity or any persons (other than the Supplier) contracted by the Procuring Entity, except to the extent that such losses, liabilities, and costs arise as a result of the Supplier's breach of GCC Clause 32.8.

32.6   Such indemnity shall not cover

    a)   any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;

    b)   any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the Procuring Entity or any other person contracted by the Procuring Entity, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.

32.7   Such indemnities shall also not apply:

    a)   If any claim of infringement is asserted by apparent, subsidiary, or affiliate of the Supplier's organization;

    b)   to the extent that any claim of infringement is caused by the alteration, by the Supplier, or any persons contracted by the Supplier, of the design, data, drawing, specification, or other documents or materials provided to the Supplier by the Procuring Entity or any persons contracted by the Procuring Entity.

32.8   If any proceedings are brought or any claim is made against the Supplier arising out of the matters referred to in GCC Clause 32.5, the Supplier shall promptly give the Procuring Entity notice of such proceedings or claims, and the Procuring Entity may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Procuring Entity fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Procuring Entity has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Procuring Entity's request, afford all available assistance to the Procuring Entity in conducting such proceedings or claim and shall be reimbursed by the Procuring Entity for all reasonable expenses incurred in so doing.

33   Limitation of Liability

33.1   Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:

    a)   the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity; and

    b)   the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Procuring Entity with respect to intellectual property rights infringement.

G. Risk Distribution

34   Transfer of Ownership

34.1   With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Procuring Entity at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.

34.2   Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 15 (Copyright) and any elaboration in the Technical Requirements.

34.3   Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors.

35   Care of the System

35.1   The Procuring Entity shall be come responsible for the care and custody of the System or Subsystems upon their Delivery. The Procuring Entity shall make good at its own cost any loss or damage that may occur to the System or Subsystems from any cause from the date of Delivery until the date of Operational Acceptance of the System or Subsystems, pursuant to GCC Clause 27 (Commissioning and Operational Acceptance), except such loss or damage arising from acts or omissions of the Supplier, its employees, or subcontractors.

35.2   If any loss or damage occurs to the System or any part of the System by reason of:

    a)   (in so far as they relate to the country where the Project Site is located) nuclear reaction, nuclear radiation, radioactive contamination, a pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, in so far as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance taken out under GCC Clause 37;

    b)   Any use not in accordance with the Contract, by the Procuring Entity or any third party;

    c)   Any use of or reliance upon any design, data, or specification provided or designated by or on behalf of the Procuring Entity, or any such matter for which the Supplier has disclaimed responsibility in accordance with GCC Clause 21.1.2, the Procuring Entity shall pay to the Supplier all sums payable in respect of the System or Subsystems that have achieved Operational Acceptance, notwithstanding that the same be lost, destroyed, or damaged. If the Procuring Entity requests the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Supplier shall make good the same at the cost of the Procuring Entity in accordance with GCC Clause 39. If the Procuring Entity does not request the Supplier in writing to make good any loss or damage to the System there by occasioned, the Procuring Entity shall either request a change in accordance with GCC Clause 39, excluding the performance of that part of the System there by lost, destroyed, or damaged, or, where the loss or damage affects a substantial part of the System, the Procuring Entity shall terminate the Contract pursuant to GCC Clause 41.1.

35.3   The Procuring Entity shall be liable for any loss of or damage to any Supplier's Equipment which the Procuring Entity has authorized to locate within the Procuring Entity's premises for use in fulfillment of Supplier's obligations under the Contract, except where such loss or damage arises from acts or omissions of the Supplier, its employees, or subcontractors.

36   Loss of or Damage to Property; Accident or Injury to Workers; Indemnification

36.1   The Supplier and each and every Subcontractor shall abide by the job safety, insurance, customs, and immigration measures prevalent and laws in force in Kenya.

36.2   Subject to GCC Clause 36.3, the Supplier shall indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Procuring Entity or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property (other than the System, whether accepted or not) arising in connection with the supply, installation, testing, and Commissioning of the System and by reason of the negligence of the Supplier or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Procuring Entity, its contractors, employees, officers, or agents.

36.3   If any proceedings are brought or any claim is made against the Procuring Entity that might subject the Supplier to liability under GCC Clause 36.2, the Procuring Entity shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Procuring Entity within the twenty-eight (28) day period, the Procuring Entity shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

36.4   The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of the death or personal injury of any person or loss of or damage to property of the Procuring Entity, other than the System not yet achieving Operational Acceptance, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 37 (Insurances), provided that such fire, explosion, or other perils were not caused by any act or failure of the Supplier.

36.5   If any proceedings are brought or any claim is made against the Supplier that might subject the Procuring Entity to liability under GCC Clause 36.4, the Supplier shall promptly give the Procuring Entity notice of such proceedings or claims, and the Procuring Entity may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Procuring Entity fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Procuring Entity has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Procuring Entity's request, afford all available assistance to the Procuring Entity in conducting such proceedings or claim and shall be reimbursed by the Procuring Entity for all reasonable expenses incurred in so doing.

36.6   The party entitled to the benefit of an indemnity under this GCC Clause 36 shall take all reasonable measures to mitigate any loss or damage that has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

37   Insurances

37.1   The Supplier shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurance set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of the Procuring Entity, who should not unreasonably with hold such approval.

  a)   Cargo Insurance During Transport

   as applicable, 110 percent of the price of the Information Technologies and other Goods in a freely convertible currency, covering the Goods from physical loss or damage during shipment through receipt at the Project Site.

  b)   Installation "All Risks" Insurance

   as applicable, 110 percent of the price of the Information Technologies and other Goods covering the Goods at the site from all risks of physical loss or damage (excluding only perils commonly excluded under "all risks" insurance policies of this type by reputable insurers) occurring prior to Operational Acceptance of the System.

  c)   Third-Party Liability Insurance

   On terms as **specified in the SCC,** covering bodily injury or death suffered by third parties (including the Procuring Entity's personnel) and loss of or damage to property (including the Procuring Entity's property and any Subsystems that have been accepted by the Procuring Entity) occurring in connection with the supply and installation of the Information System.

  d)   Automobile Liability Insurance

   In accordance with the statutory requirements prevailing in Kenya, covering use of all vehicles used by the Supplier or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.

  e)   Other Insurance (if any), as **specified in the SCC.**

37.2   The Procuring Entity shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 37.1, except for the Third-Party Liability, and the Supplier's Subcontractors shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 37.1 except for Cargo Insurance During Transport. All insurer's rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.

37.3   The Supplier shall deliver to the Procuring Entity certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.

37.4   The Supplier shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Supplier.

37.5   If the Supplier fails to take out and/or maintain in effect the insurance referred to in GCC Clause 37.1, the Procuring Entity may takeout and maintain in effect any such insurance and may from time to time deduct from any amount due to the Supplier under the Contract any premium that the Procuring Entity shall have paid to the insurer or may otherwise recover such amount as a debt due from the Supplier.

37.6   Unless otherwise provided in the Contract, the Supplier shall prepare and conduct all and any claims made under the policies affected by it pursuant to this GCC Clause 37, and all monies payable by any insurers shall be paid to the Supplier. The Procuring Entity shall give to the Supplier all such reasonable assistance as may be required by the Supplier in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Procuring Entity's interest is involved, the Supplier shall not give any release or make any compromise with the insurer without the prior written consent of the Procuring Entity. With respect to insurance claims in which the Supplier's interest is involved, the Procuring Entity shall not give any release or make any compromise with the insurer without the prior written consent of the Supplier.

38   Force Majeure

38.1   "Force Majeure" shall mean any event beyond the reasonable control of the Procuring Entity or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:

   a)   war, hostilities, or war like operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;

   b)   rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;

   c)   confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or dejure or defacto authority or ruler, or any other act or failure to act of any local state or national government authority;

   d)   strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;

   e)   earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;

   f)   failure, by the Supplier, to obtain the necessary export permit (s) from the governments of the Country(s) of Origin of the Information Technologies or other Goods, or Supplier's Equipment provided that the Supplier has made all reasonable efforts to obtain the required export permit(s), including the exercise of due diligence in determining the eligibility of the System and all of its components for receipt of the necessary export permits.

38.2   If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.

38.3   The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The Time for Achieving Operational Acceptance shall be extended in accordance with GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

38.4   The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Clause 38.6.

38.5   No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:

a)   Constitute a default or breach of the Contract;

b)   (subject to GCC Clauses 35.2, 38.3, and 38.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance, if, and to the extent that, such delay or non-performance is caused by the occurrence of an event of Force Majeure.

38.6   If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.

38.7   In the event of termination pursuant to GCC Clause 38.6, the rights and obligations of the Procuring Entity and the Supplier shall be as specified in GCC Clauses 41.1.2 and 41.1.3.

38.8   Notwithstanding GCC Clause 38.5, Force Majeure shall not apply to any obligation of the Procuring Entity to make payments to the Supplier under this Contract.

H.   Change in Contract Elements

39   Changes to the System

39.1   Introducing a Change

39.1.1 Subject to GCC Clauses 39.2.5 and 39.2.7, the Procuring Entity shall have the right to propose, and subsequently require, the Project Manager to order the Supplier from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the System (interchangeably called "Change"), provided that such Change falls within the general scope of the System, does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the System and the technical compatibility of the Change envisaged with the nature of the System as originally specified in the Contract.

39.1.2   A Change may involve, but is not restricted to, the substitution of updated Information Technologies and related Services in accordance with GCC Clause 23 (Product Upgrades).

39.1.3 The Supplier may from time to time during its performance of the Contract propose to the Procuring Entity (with a copy to the Project Manager) any Change that the Supplier considers necessary or desirable to improve the quality or efficiency of the System. The Procuring Entity may at its discretion approve or reject any Change proposed by the Supplier.

39.1.4 Notwithstanding GCC Clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Supplier in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Achieving Operational Acceptance.

39.1.5 The procedure on how to proceed with and execute Changes is specified in GCC Clauses 39.2 and 39.3, and further details and sample forms are provided in the Sample Contractual Forms Section in the tendering documents.

39.1.6 Moreover, the Procuring Entity and Supplier will agree, during development of the Project Plan, to a date prior to the scheduled date for Operational Acceptance, after which the Technical Requirements for the System shall be "frozen." Any Change initiated after this time will be dealt with after Operational Acceptance.

39.2   Changes Originating from Procuring Entity

39.2.4   If the Procuring Entity proposes a Change pursuant to GCC Clauses 39.1.1, it shall send to the Supplier a "Request for Change Proposal," requiring the Supplier to prepare and furnish to the Project Manager as soon as reasonably practicable a "Change Proposal," which shall include the following:

a   Brief description of the Change;

b   Impact on the Time for Achieving Operational Acceptance;

c   Detailed estimated cost of the Change;

d   Effect on Functional Guarantees (if any);

e   Effect on any other provisions of the Contract.

39.2.5   Prior to preparing and submitting the "Change Proposal," the Supplier shall submit to the Project Manager a "Change Estimate Proposal," which shall be an estimate of the cost of preparing the Change Proposal, plus a first approximation of the suggested approach and cost for implementing the changes. Upon receipt of the Supplier's Change Estimate Proposal, the Procuring Entity shall do one of the following:

a   accept the Supplier's estimate with instructions to the Supplier to proceed with the preparation of the Change Proposal;

b   advise the Supplier of any part of its Change Estimate Proposal that is unacceptable and request the Supplier to review its estimate;

c   advise the Supplier that the Procuring Entity does not intend to proceed with the Change.

39.2.6   Upon receipt of the Procuring Entity's instruction to proceed under GCC Clause 39.2.2 (a), the Supplier shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC Clause 39.2.1. The Supplier, at its discretion, may specify a validity period for the Change Proposal, after which if the Procuring Entity and Supplier has not reached agreement in accordance with GCC Clause 39.2.6, then GCC Clause 39.2.7 shall apply.

39.2.7   The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the nature of the Change is such that the Contract rates and prices are in equitable, the parties to the Contract shall agree on other specific rates to be used for valuing the Change.

39.2.8   If before or during the preparation of the Change Proposal it becomes apparent that the aggregate impact of compliance with the Request for Change Proposal and with all other Change Orders that have already become binding upon the Supplier under this GCC Clause 39 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than fifteen (15) percent, the Supplier may give a written notice of objection to this Request for Change Proposal prior to furnishing the Change Proposal. If the Procuring Entity accepts the Supplier's objection, the Procuring Entity shall withdraw the proposed Change and shall notify the Supplier in writing of its acceptance.

The Supplier's failure to so object to a Request for Change Proposal shall neither affect its right to object to any subsequent requested Changes or Change Orders, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Supplier represents.

39.2.9   Upon receipt of the Change Proposal, the Procuring Entity and the Supplier shall mutually agree upon all matters contained in the Change Proposal. Within fourteen (14) days after such agreement, the Procuring Entity shall, if it intends to proceed with the Change, issue the Supplier a Change Order. If the Procuring Entity is unable to reach a decision within fourteen (14) days, it shall notify the Supplier with details of when the Supplier can expect a decision. If the Procuring Entity decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Supplier accordingly. Under such circumstances, the Supplier shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Supplier in its Change Estimate Proposal submitted in accordance with GCC Clause 39.2.2.

39.2.10 If the Procuring Entity and the Supplier cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Achieving Operational Acceptance, or any other matters identified in the Change Proposal, the Change will not be implemented. However, this provision does not limit the rights of either party under GCC Clause 6 (Settlement of Disputes).

39.3   Changes Originating from Supplier

If the Supplier proposes a Change pursuant to GCC Clause 39.1.2, the Supplier shall submit to the Project Manager a written "Application for Change Proposal," giving reasons for the proposed Change and including the information specified in GCC Clause 39.2.1. Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Clauses 39.2.6 and 39.2.7. However, should the Procuring Entity choose not to proceed or the Procuring Entity and the Supplier cannot come to agreement on the change during any validity period that the Supplier may specify in its Application for Change Proposal, the Supplier shall not be entitled to recover the costs of preparing the Application for Change Proposal, unless subject to an agreement between the Procuring Entity and the Supplier to the contrary.

39.4   Value engineering. The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the Contract.

39.4.1   The value engineering proposal shall, at a minimum, include the following;

(a)   The proposed change (s), and a description of the difference to the existing Contract requirements;

(b)   a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and

(c)   a description of any effect(s) of the change on performance/ functionality.

39.4.2   The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

a)   accelerates the delivery period; or

b)   reduces the Contract Price or the life cycle costs to the Procuring Entity; or

c)   improves the quality, efficiency, safety or sustainability of the systems; or

d)   yields any other benefits to the Procuring Entity, without compromising the necessary functions of the systems.

39.4.3   If the value engineering proposal is approved by the Procuring Entity and results in:

a)   a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the **SCC** of the reduction in the Contract Price; or

b)   an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in
(a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

40   Extension of Time for Achieving Operational Acceptance

40.1   The time(s) for achieving Operational Acceptance specified in the Schedule of Implementation shall be extended if the Supplier is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:
a)   Any Change in the System as provided in GCC Clause39 (Change in the Information System);
b)   Any occurrence of Force Majeure as provided in GCC Clause 38 (Force Majeure);
c)   Default of the Procuring Entity; or
d)   Any other matter specifically mentioned in the Contract; by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Supplier.

40.2   Except where otherwise specifically provided in the Contract, the Supplier shall submit to the Project Manager a notice of a claim for an extension of the time for achieving Operational Acceptance, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Procuring Entity and the Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept the Procuring Entity's estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter to the provisions for the Settlement of Disputes pursuant to GCC Clause 43.

40.3   The Supplier shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

41   Termination

41.1   Termination for Procuring Entity's Convenience

41.1.1 The Procuring Entity may at any time terminate the Contract for any reason by giving the Supplier a notice of termination that refers to this GCC Clause 41.1.

41.1.2 Upon receipt of the notice of termination under GCC Clause 41.1.1, the Supplier shall either as soon as reasonably practical or upon the date specified in the notice of termination

a)   cease all further work, except for such work as the Procuring Entity may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;

b)   terminate all subcontracts, except those to be assigned to the Procuring Entity pursuant to GCC Clause (d) (ii) below;

c)   Remove all Supplier's Equipment from the site, repatriate the Supplier's and its Sub contractors' personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;

d)   In addition, the Supplier, subject to the payment specified in GCC Clause 41.1.3, shall

i)   deliver to the Procuring Entity the parts of the System executed by the Supplier up to the date of termination;

ii)   to the extent legally possible, assign to the Procuring Entity all right, title, and benefit of the Supplier to the System, or Subsystem, as at the date of termination, and, as may be required by the Procuring Entity, in any subcontracts concluded between the Supplier and its Subcontractors;

iii) deliver to the Procuring Entity all nonproprietary drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

41.1.3 In the event of termination of the Contract under GCC Clause 41.1.1, the Procuring Entity shall pay to the Supplier the following amounts:

a)   The Contract Price, properly attributable to the parts of the System executed by the Supplier as of the date of termination;

b)   The costs reasonably incurred by the Supplier in the removal of the Supplier's Equipment from the site and in the repatriation of the Supplier's and its Subcontractors 'personnel;

c)   any amount to be paid by the Supplier to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges;

d)   costs incurred by the Supplier in protecting the System and leaving the site in a clean and safe condition pursuant to GCC Clause 41.1.2(a); and

e)   the cost of satisfying all other obligations, commitments, and claims that the Supplier may in good faith have undertaken with third parties in connection with the Contract and that are not covered by GCC Clauses 41.1.3 (a) through (d) above.

41.2   Termination for Supplier's Default

41.2.1 The Procuring Entity, without prejudice to any other rights or remedies it may possess, may terminate the Contract forth within the following circumstances by giving a notice of termination and its reasons there for to the Supplier, referring to this GCC Clause41.2:

a)   If the Supplier becomes bankrupt or in solvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its under taking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;

b)   If the Supplier assigns or transfers the Contractor any right or interest, there in in violation of the provision of GCC Clause 42 (Assignment); or

c)   If the Supplier, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2a. of the Appendix to the GCC, in competing for or in executing the Contract, including but

Not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.

41.2.2   If the Supplier:

d)   Has abandoned or repudiated the Contract;

e)   Has without valid reason failed to commence work on the System promptly;

f)   Persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;

g)   Refuses or is unable to provide sufficient Materials, Services, or labor to execute and complete the System in the manner specified in the Agreed Project Plan furnished under GCC Clause 19 at rates of progress that give reasonable assurance to the Procuring Entity that the Supplier can attain Operational Acceptance of the System by the Time for Achieving Operational Acceptance as extended; then the Procuring Entity may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same with in fourteen (14) days of its receipt of such notice, then the Procuring Entity may terminate the Contract forthwith by giving a notice of termination to the Supplier that refers to this GCC Clause 41.2.

41.2.3   Upon receipt of the notice of termination under GCC Clauses 41.2.1 or 41.2.2, the Supplier shall, either immediately or upon such date as is specified in the notice of termination:

h)   cease all further work, except for such work as the Procuring Entity may specify in the notice of termination for the sole purpose of protecting that part of the System already executed or any work required to leave the site in a clean and safe condition;

i)   terminate all subcontracts, except those to be assigned to the Procuring Entity pursuant to GCC Clause (d) below;

j)   deliver to the Procuring Entity the parts of the System executed by the Supplier up to the date of termination;

k)   to the extent legally possible, assign to the Procuring Entity all right, title and benefit of the Supplier to the System or Subsystems as at the date of termination, and, as may be required by the Procuring Entity, in any subcontracts concluded between the Supplier and its Subcontractors;

l)   deliver to the Procuring Entity all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as at the date of termination in connection with the System.

41.2.4   The Procuring Entity may enter upon the site, expel the Supplier, and complete the System itself or by employing any third party. Upon completion of the System or at such earlier date as the Procuring Entity thinks appropriate, the Procuring Entity shall give notice to the Supplier that such Supplier's Equipment will be returned to the Supplier at or near the site and shall return such Supplier's Equipment to the Supplier in accordance with such notice. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the same from the site.

41.2.5   Subject to GCC Clause 41.2.6, the Supplier shall be entitled to be paid the Contract Price attributable to the portion of the System executed as at the date of termination and the costs, if any, incurred in protecting the System and in leaving the site in a clean and safe condition pursuant to GCC Clause 41.2.3 (a). Any sums due the Procuring Entity from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.

41.2.6   If the Procuring Entity completes the System, the cost of completing the System by the Procuring Entity shall be determined. If the sum that the Supplier is entitled to be paid, pursuant to GCC Clause 41.2.5, plus the reasonable costs incurred by the Procuring Entity in completing the System, exceeds the Contract Price, the Supplier shall be liable for such excess. If such excess is greater than the sums due the Supplier under GCC Clause41.2.5, the Supplier shall pay the balance to the Procuring Entity, and if such excess is less than the sums due the Supplier under GCC Clause 41.2.5, the Procuring Entity shall pay the balance to the Supplier. The Procuring Entity and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

41.3   Termination by Supplier

41.3.1   If:

a)   the Procuring Entity has failed to pay the Supplier any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause **pursuant to the SCC,** or commits a substantial breach of the Contract, the Supplier may give a notice to the Procuring Entity that requires payment of such sum, with interest on this sum as stipulated in GCC Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Procuring Entity to remedy the same, as the case may be. If the Procuring Entity fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen
(14) days after receipt of the Supplier's notice; or

b)   the Supplier is unable to carry out any of its obligations under the Contract for any reason attributable to the Procuring Entity, including but not limited to the Procuring Entity's failure to provide possession of or access to the site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the System; then the Supplier may give a notice to the Procuring Entity of such events, and if the Procuring Entity has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Supplier is still unable to carry out any of its obligations under the Contract for any reason attributable to the Procuring Entity within twenty-eight (28) days of the said notice, the Supplier may by a further notice to the Procuring Entity referring to this GCC Clause 41.3.1, forth with terminate the Contract.

41.3.2 The Supplier may terminate the Contract immediately by giving a notice to the Procuring Entity to that effect, referring to this GCC Clause 41.3.2, if the Procuring Entity becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Procuring Entity takes or suffers any other analogous action in consequence of debt.

41.3.3 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, then the Supplier shall immediately:
c)   Cease all further work, except for such work as may be necessary for the purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
d)   Terminate all subcontracts, except those to be assigned to the Procuring Entity pursuant to Clause 41.3.3 (d) (ii);
e)   remove all Supplier's Equipment from the site and repatriate the Supplier's and its Subcontractor's personnel from the site.
f)   In addition, the Supplier, subject to the payment specified in GCC Clause 41.3.4, shall:
i)   deliver to the Procuring Entity the parts of the System executed by the Supplier up to the date of termination;
ii)   to the extent legally possible, assign to the Procuring Entity all right, title, and benefit of the Supplier to the System, or Subsystems, as of the date of termination, and, as may be required by the Procuring Entity, in any subcontracts concluded between the Supplier and its Subcontractors;
iii)   to the extent legally possible, deliver to the Procuring Entity all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

41.3.4   If the Contract is terminated under GCC Clauses 41.3.1or 41.3.2, the Procuring Entity shall pay to the Supplier all payments specified in GCC Clause 41.1.3 and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Supplier arising out of, in connection with, or in consequence of such termination.

41.3.5   Termination by the Supplier pursuant to this GCC Clause 41.3 is without prejudice to any other rights or remedies of the Supplier that may be exercised in lieu of or in addition to rights conferred by GCC Clause 41.3.

41.4   In this GCC Clause 41, the expression "portion of the System executed" shall include all work executed, Services provided, and all Information Technologies, or other Goods acquired (or subject to a legally binding

Obligation to purchase) by the Supplier and used or intended to be used for the purpose of the System, up to and including the date of termination.

41.5   In this GCC Clause 41, in calculating any monies due from the Procuring Entity to the Supplier, account shall be taken of any sum previously paid by the Procuring Entity to the Supplier under the Contract, including any advance payment paid **pursuant to the SCC.**

42   Assignment

42.l   Neither the Procuring Entity nor the Supplier shall, without the express prior written consent of the other, assign to any third party the Contractor any part thereof, or any right, benefit, obligation, or interest there in or there under, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

I.   Settlement of Disputes

43   Settlement of Disputes

43.1   **Adjudication**

43.1.1   If any dispute of any kind what so ever shall arise between the Procuring Entity and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, or the operation of the System (whether during the progress of implementation or after its achieving Operational Acceptance and whether before or after the termination, abandonment, or breach of the Contract), the parties shall seek to resolve any such dispute **by mutual consultation**. If the parties fail to resolve such a dispute by mutual consultation within fourteen (14) days after one party has notified the other in writing of the dispute, then, if the Contract Agreement in Appendix2 includes and names an Adjudicator, the dispute shall, within another fourteen (14) days, be referred in writing by either party to the Adjudicator, with a copy to the other party. If there is no Adjudicator specified in the Contract Agreement, the mutual consultation period stated above shall last twenty-eight (28) days (instead of fourteen), upon expiry of which either party may move to the notification of arbitration pursuant to GCC Clause43.2.1.

43.1.2   The Adjudicator shall give his or her decision in writing to both parties within twenty-eight (28) days of the dispute being referred to the Adjudicator. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Procuring Entity or the Supplier within fifty-six (56) days of such reference, the decision shall become final and binding upon the Procuring Entity and the Supplier. Any decision that has become final and binding shall be implemented by the parties forth with.

43.1.3   The Adjudicator shall be paid an hourly fee at the rate specified in the Contract Agreement plus reasonable expenditures incurred in the execution of duties as Adjudicator, and these costs shall be divided equally between the Procuring Entity and the Supplier.

43.1.4   Should the Adjudicator resign or die, or should the Procuring Entity and the Supplier agree that the Adjudicator is not fulfilling his or her functions in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Procuring Entity and the Supplier. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority **specified in the SCC,** or, if no Appointing Authority is **specified in SCC,** the Contract shall, from this point onward and until the parties may otherwise agree on an Adjudicator or an Appointing Authority, be implemented as if there is no Adjudicator.

43.2   Arbitration

43.2.1   If
     a)   the Procuring Entity or the Supplier is dissatisfied with the Adjudicator's decision and acts before this decision has become final and binding pursuant to GCC Clause 43.1.2, or
     b)   the Adjudicator fails to give a decision within the allotted time from referral of the dispute pursuant to GCC Clause 43.1.2, and the Procuring Entity or the Supplier acts within the following fourteen (14) days, or
     c)   in the absence of an Adjudicator from the Contract Agreement, the mutual consultation pursuant to GCC Clause 43.1.1 expires without resolution of the dispute and the Procuring Entity or the Supplier acts within the following fourteen (14) days, then either the Procuring Entity or the Supplier may act to give notice to the other party, with a copy for information to the Adjudicator incase an Adjudicator had

been involved, of its intention to commence arbitration, as provided below, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

43.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Clause 43.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after Installation of the Information System.

43.2.3 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

43.3 Notwithstanding any reference to the Adjudicator or arbitration in this clause,

a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;

b) The Procuring Entity shall pay the Supplier any monies due the Supplier.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of the SCC shall prevail over those in the General Conditions of Contract. For the purposes of clarity, any referenced GCC clause numbers are indicated in the left column of the SCC.

A. Contract and Interpretation

1. Definitions (GCC Clause1)

GCC 1.1 (b) (i)	The Procuring Entity is: *COUNTY GOVERNMENT OF BUSIA*
GCC 1.1 (b) (ii)	The Project Manager is: Director ICT**………….GCC**
GCC 1.1 (e) (ix)	*There are no Special Conditions associated with GCC 1.1 (e) (x).* *[Note: The GCC default specifies the Contract Period as when all the Supplier's obligations are completed. If there is a reason to set a hard-and-fast calendar date for the Contract Period to end, then specify here]*
GCC 1.1 (e) (xii)	The Post-Warranty Services Period is *[insert: number of months]* starting with the completion of the Warranty Period.

2. Notices (GCC Clause 4)

GCC 4.3	Address of the Project Manager: [*as appropriate, insert: personal delivery, postal, email, and/or EDI addresses.]* Fallback address of the Procuring Entity: [*as appropriate, insert: personal delivery, postal, facsimile, email, and/or EDI addresses.]* *[Note: If the Procuring Entity wishes to use Electronic Data Interchange (EDI) to communicate with the Supplier, it should specify the standards and protocols (for example ANSI A1 or ISO EDIFACT). The details may then be revised at Contract finalization. If so, add the following text.]* For Electronic Data Interchange (EDI) the Procuring Entity and Supplier will use the following standards, protocols, addresses, and procedures: *[insert: standards, protocols, addresses; also describe: any relevant procedures]*

B. Subject Matter of Contract

3. Scope of the System (GCC Clause 7)

GCC 7.3	The Supplier's obligations under the Contract will include the following recurrent cost items, as identified in the Recurrent Cost tables in the Supplier's Tender: *[specify: the recurrent cost items/services that are included in the Contract; also provide cross reference to the place in the Technical Requirements where each item/service is specified in detail.]* *[Note: The requirements in terms of recurrent cost items should be defined here, reflected in the Recurrent Cost Table for the Warranty period, and elaborated in the Technical Requirements. See also notes to SCC Clause 29.4 regarding services that are not typically included in commercial*

	warranties.
	If the Procuring Entity expects that wear and tear on System components will necessitate routine replacement of such components, and if Procuring Entity technical staff will perform these repair and replacement tasks, the Procuring Entity may wish to consider adding the following clause to the SCC that obligates the Supplier to stock and/or provide certain spare parts.]
	The Supplier agrees to supply spare parts required for the operation and maintenance of the System, as stated below, for *[insert: number of years]* years beginning with Operational Acceptance. Moreover, the price of such spare parts shall be those specified in the spare parts price schedule submitted by the Suppler as part of its Tender. These prices shall include the purchase price for such spare parts and other costs and expenses (including the Supplier's fees) relating to the supply of spare parts.
	[list the spare parts needs, or reference the line items in the Spare Parts Price Schedule in the Supplier's Tender, if the Supplier is the source of the identity of the spares, i.e., reflecting its own understanding of its own technologies.]
	[*Note:* *The need to ensure the availability of spare parts sources, above and beyond those the Supplier would routinely and implicitly need to perform under its defect liability and/or maintenance responsibilities, generally is not a major issue for the Information Technologies available in the market today. A System is likely to become obsolete long before it begins to develop physical defects.]*

4. Time for Commencement and Operational Acceptance (GCC Clause 8)

GCC 8.1	The Supplier shall commence work on the System within: [*insert: number of* days*]* days from the Effective Date of the Contract.

5. Supplier's Responsibilities (GCC Clause 9)

C. PAYMENT

6. Contract Price (GCC Clause 11)

GCC 11.2	Adjustments to the Contract Price shall be as follows*: [state: "not applicable" or specify: the items, adjustment formula or formulas, and the relevant price indices].*
	[*Note:* *Price adjustment is not generally associated with Information System procurements. Price adjustment may be appropriate when: (i) performance of the Contract is expected to last more than eighteen months; (ii) the cost of an important input, such as labor, is subject to inflation (or deflation); and (iii) meaningful price indices are readily available and well accepted. Thus, for example, if the Contract provides a substantial number of recurrent cost items following Operational Acceptance, would the inclusion of an SCC to permit adjustment be appropriate. In such cases, adjustment should be limited to those items only and use appropriate indices that accurately mirror the relevant price trends.]*

7. Terms of Payment (GCC Clause 12)

GCC 12.1	Subject to the provisions of GCC Clause 12 (Terms of Payment), the Procuring Entity shall pay the Contract Price to the Supplier according to the categories and in the manner specified below. Only the categories Advance Payment and Complete System Integration relate to the entire Contract Price. In other payment categories, the term "total Contract Price" means the total cost of goods or services under the specific payment category. Within each such category, the Contract Implementation Schedule may trigger pro-rata payments for the portion of the total Contract Price for the category corresponding to the goods or services actually Delivered, Installed, or Operationally Accepted, at unit prices and in the currencies specified in the Price Schedules of the Contract Agreement.
	(a) Advance Payment
	twenty percent (20%) of the entire Contract Price, exclusive of all Recurrent Costs, shall be paid against receipt of a claim accompanied by the Advance Payment Security specified in GCC Clause 13.2.
	[Note: The advance payment may be higher than 10% in cases where Supplier's mobilization costs (i.e., costs between Contract effectiveness and the first scheduled Contract payment) are likely to be much larger than the advance payment, resulting in substantial negative cash flow for the Supplier. This happens primarily in projects where the Supplier must acquire expensive highly-specialized equipment to customize and configure a solution system prior to the first scheduled payment milestone. In these cases, the entire schedule of payments below obviously needs to be adjusted accordingly.]
	(b) Information Technologies, Materials, and other Goods, with the exception of Custom Software and Custom Materials:
	sixty percent (60%) of the total or pro-rata Contract Price for this category against Delivery
	ten percent (10%) of the same price against Installation
	ten percent (10%) of the same price against Operational Acceptance.
	(c) Custom Software and Custom Materials:
	sixty percent (60%) of the total or pro-rata Contract Price for this category against Installation
	twenty percent (20%) of the same price against Operational Acceptance.
	[Note: Large custom software development or system integration contracts (e.g., those taking longer than six months from Contract Effectiveness to Operational Acceptance of the Application Software subsystem) are usually paid in increments against Procuring Entity's acceptance of major intermediate deliverables defined in the implementation schedule as key milestones (e.g. a sequence of major system design documents, such as: software requirements specifications, software design document, development of a prototype for a major subsystem, delivery of a pilot implementation of the software for a subsystem or the entire system, etc.). In those cases, the above payment terms should be modified accordingly and refer to the milestones in the Implementation Schedule. The payment terms should allow the Supplier an adequate cash flow vis-à-vis the steps need to achieve an operational Information System.]
	(d) Services other than Training:
	eighty percent (80%) of the pro-rata Contract Price for services performed will be

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paid monthly in arrears, on submission and Procuring Entity's approval of invoices:

[Note: Some Contracts may involve considerable "Services other than Training" (and services other than software customization). For instance, there could be the digitization of maps using the procured Geographical Information System (GIS), or the scanning, indexing and conversion of paper documents, or the conversion or migration of existing electronic data sets. In these cases, payment may be keyed to acceptance of intermediate deliverables or completion of service delivery phases defined in the project implementation schedule, rather than merely to the passage of time, as illustrated. In designing this type of payment terms, the Procuring Entity has an obligation to balance and ensure consistency between its own interest to pay only against value received, the supplier's need for a reasonable cash flow, the design of the project implementation schedule, the specification of service milestones and even the process for acceptance testing of intermediate deliverables (when milestones completion would be subject to such testing).]

(e)   Training

thirty percent (30%) of the total Contract Price for training services at the start of the full training program

fifty percent (50%) of the pro-rata Contract Price for training services performed will be paid monthly in arrears, on submission and approval of appropriate invoices.

(f)   Complete System Integration

ten percent (10%) of the entire Contract Price, exclusive of all Recurrent Costs, as final payment against Operational Acceptance of the System as an integrated whole.

(g)   Recurrent Costs

one hundred percent (100%) of the price of the services actually delivered will be paid quarterly in arrears, on submission and Procuring Entity's approval of invoices.

[Note: If a separate Operational Acceptance for the System as an integrated whole is not required, increase by 10% points the final payment percentages of all other goods and services above.]

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<tr><td>GCC 12.3</td><td>The Procuring Entity shall pay to the Supplier interest on the delayed payments at a rate of: [*insert: "%" per annum].*</td></tr>
<tr><td>GCC 12.4</td><td>The Supplier will invoice the Procuring Entity in the currency used in the Contract Agreement and the Price Schedules it refers to, for Goods and Services supplied locally, and the conversion between this currency and Kenya shillings for payment purposes - in case the two currencies are different - will be made as of the actual payment date using the exchange rate found in *[insert: source of exchange rate].*</td></tr>
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8. Securities (GCC Clause 13)

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<tr><td>GCC 13.3.1</td><td>

The Performance Security shall be denominated in *[insert currency]* for an amount equal to *[insert: number]* percent of the Contract Price, excluding any Recurrent Costs.

[Note: The general rule is that the Performance Security is denominated in the currency or currencies of the contract or in a freely convertible currency acceptable to the Procuring Entity. It should be set as no more than ten (10) percent of the Contract Price, including Recurrent Costs during the Warranty Period. Provision of the Performance Security increases the transaction costs incurred by the successful Tenderer, which it can recover

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	only by increasing its price. Therefore, for a simple/moderate system, Performance Security in an amount of 6-10% of the Contract Price would provide adequate protection].
GCC 13.3.4	During the Warranty Period (i.e., after Operational Acceptance of the System), the Performance Security shall be reduced to *[insert: number]* percent of the Contract Price, excluding any Recurrent Costs. *[Note: An appropriate amount for the Performance Security for a (three-year) Warranty Period would be between one (1) and two and a half (2.5) percent of the Contract Price including Recurrent Costs for the Warranty period.]*

D. Intellectual Property

9. Copyright (GCC Clause 15)

GCC 15.3	***There are no Special Conditions of Contract applicable to GCC Clause 15.3*** *[Note: If the Procuring Entity is a corporate or commercial entity, it may choose to specify the conditions under which contractual rights would be conveyed to any Procuring Entity of the concern, or any successor entities following a group reorganization or bankruptcy or other insolvency procedures. Procuring Entities with other organizational structures may need to add other similar provisions.]*
GCC 15.4	***There are no Special Conditions of Contract applicable to GCC Clause 15.4****[Note: There is a broad spectrum of strategies that the Procuring Entity can adopt regarding Intellectual Property Rights in Custom Software (and in Custom Materials). One extreme case is that the Procuring Entity retains all Intellectual Property Rights and tightly restricts what the Supplier can do with the Custom Software and information related to it. This approach may be appropriate when the Procuring Entity has highly sensitive procedures embedded in the Custom Software (e.g., a central bank's settlement system) or commercial competitive concerns regarding wider use of the Software, designs, or information, or where the Procuring Entity considers that it is contributing valuable know-how to the development of the Custom Software and wishes to share in future profits with the Supplier that derives from exploitation of that know-how. The other extreme case is where the Procuring Entity retains no Intellectual Property Rights in the Custom Software and only licenses its use from the Supplier. This approach is most appropriate when the Supplier wants to take advantage of the potential cost reduction in allowing the Supplier to commercialize the Custom Software (rather than sharing in future profits) and where the Procuring Entity has no proprietary or commercial concerns regarding its reuse.* *A wide variety of intermediate arrangements can be appropriate, depending on the circumstances. These would entail variations of what the Procuring Entity is entitled to do with the software, designs, and related information (and under what conditions). These rights and obligations include the following: (i) duplicating and using the software on different equipment, such as back-ups, additional computers, replacements, upgraded units, etc.; (ii) transferring the license or sublicensing the software for other entities to use, modify, develop, commercialize, etc.; (iii) sharing proprietary information regarding the Custom Software with various parties. The Procuring Entity's obligations and rights (and the conditions under which those rights and obligations apply) can vary substantially also. These include: (i) what the Procuring Entity must and can do with the CASE files, Source Code, and executable code of the Custom Software; (ii) sharing, reselling, and otherwise providing access to the software, designs and related information; and (iii) auditing for license compliance.*

The Supplier's rights in relation to the Custom Software may:

- Be limited to use in order to support the Procuring Entity; or

- Extend to commercial exploitation by re-licensing to third-party customers.

If the Supplier's rights extend to commercial exploitation, they may be limited as follows:

- There may be an interim period, designed to protect the Procuring Entity's competitive edge, during which the Supplier is not permitted to exploit commercially; and/or

- The Supplier may be prohibited from licensing the Custom Software to certain categories of customer (for example, direct competitors of the Procuring Entity) or in certain territories (for example, Kenya), either for a limited period or indefinitely; and/or

- The Supplier may be required to pay royalties to the Procuring Entity when it licenses third parties to use the Custom Software.

The first two of these categories of limitation are intended to protect the Procuring Entity's competitive edge. The third is intended to allow the Procuring Entity to share in future profits made by the Supplier through exploitation of the Custom Software. Royalty arrangements will have to be backed up by obligations to report to the Procuring Entity regarding future sales of products to which royalties apply and audit rights so that the Procuring Entity can check that the Supplier's reports are accurate. Clearly, if royalty arrangements are put in place, the value of the Custom Software to the Supplier is reduced, so the Procuring Entity may not benefit from an up-front cost saving.

The Procuring Entity's rights in relation to the Custom Software may also be restricted to "user" rights or extended to commercial exploitation. If the Procuring Entity is to be treated as a mere user of the Custom Software, it might accept restrictions on use similar to those imposed in relation to the Standard Software (indeed, the default position in the GCC is that the Custom Software will be licensed to the Procuring Entity on exactly the same terms as the Standard Software if the Intellectual Property Rights in the Custom Software does not vest in the Procuring Entity). It may, however, also expect to have access to, and a right to use, CASE files and Source Code to the Custom Software (whereas, at best, Source Code to the Standard Software is likely to be deposited in escrow).

If the Procuring Entity is to be permitted to exploit the Custom Software commercially, its exploitation rights may be limited in similar ways to the ways in which the Procuring Entity's own usage rights to the Custom Software may be limited.

It may be appropriate to apply different arrangements to various elements of the Custom Software, according to their commercial sensitivity and potential for exploitation and the degree of competitive advantage that they afford to the Procuring Entity.

The various possible arrangements can be achieved by a variety of contractual mechanisms. Ownership of Intellectual Property Rights in the Custom Software may vest the Supplier or the Procuring Entity, with the owner of those rights granting an appropriate license to the other party. This license may be subject to various degrees of exclusivity, depending on the

	desired commercial outcome (for example, the Supplier may own the Intellectual Property Rights in the Custom Software by granting to the Procuring Entity a license that is exclusive, in relation to exploitation in Kenya, for two years). *If an exclusive license is to be granted, competition law issues will need to be considered in some jurisdictions.* *Each is sufficiently different as to render virtually all sample text inappropriate in numerous cases. Accordingly, the Procuring Entity of Custom Software will, in most instances, require the services of an appropriately skilled lawyer to draft SCC for the rights and obligations regarding Custom Software (more particularly, the variety of rights and obligations that potentially apply to different items of Custom Software).]*
GCC 15.5	***There are no Special Conditions of Contract applicable to GCC Clause 15.5*** *[Note: Special software escrow arrangements are generally needed in relation to Contracts for the supply of Software, particularly Application Software, where there is concern about the ability of the Supplier to provide ongoing support throughout the life of the System. The protection provided by an escrow arrangement, however, should be weighed against the costs of administering it. The actual language of the escrow contract will vary depending on the laws of the country in which the escrow deposit is to be made (which may be Kenya or another country with a suitable legal regime) and the escrow agent selected (escrow agents generally have their own standard form contracts). Provisions may cover:* *(i) the Supplier's obligations to deliver the Source Code to the escrow agent and make replacement deposits to ensure that the Source Code is up to date;* *(ii) the Supplier's warranties that the Source Code is at all times capable of being used to generate the latest version of the executable code to the relevant Software in use by the Procuring Entity and suitable to enable the Procuring Entity to support and develop the Software;* *(iii) the escrow agent's obligations to keep the Source Code secure and confidential;* *(iv) the escrow agent's obligations in relation to verification of the Source Code (to ensure that it is Source Code and that it is capable of generating the executable code);* *(v) the obligations of the Supplier and the Procuring Entity in relation to payment of the escrow agent's fee;* *(vi) the escrow agent's right and obligation to release the Source Code to the Procuring Entity in certain specified "release events" (e.g., bankruptcy or insolvency of the Supplier or the Supplier's failure to make deposits or to support the Software);* *(vii) limitations and exclusions of the escrow agent's liability;* *(viii) the circumstances in which the escrow arrangement will terminate, and what will happen to the deposited Source Code on termination; and* *(ix) confidentiality undertakings to be given by the Procuring Entity on release of the Source Code.]*

10. Software License Agreements (GCC Clause 16)

GCC 16.1 (a) (iv)	***There are no Special Conditions of Contract applicable to GCC Clause 16.1 (a) (iv)***
	
	[Note: In the interest of soliciting lower Tender prices, Procuring Entities may wish to consider defining limitations in the use of the software. For example:
	
	  (a) restrictions on the number of records in particular categories that may be held by the System;
	
	  (b) restrictions on the numbers of transactions in particular categories that may be processed by the System in any day, week, month, or other specified period;
	
	  (c) restrictions on the number of persons who may be authorized to use the System at any time;
	
	  (d) restrictions on the number of persons who may access the System simultaneously at any time; or
	
	  (e) restrictions on the number of workstations that may be connected to the System at any time.
	
	Note that, from the point of view of the Procuring Entity, if restrictions of any of these kinds (or any similar kind) are to be imposed and there is a real likelihood that the limits may be reached, it would be better to specify additional license fees that are payable when the limits are reached rather than imposing an absolute prohibition on exceeding the limits.]

GCC 16.1 (b) (vi)	***There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vi)*** *[Note: The Procuring Entity may also wish to specify, for example, that such entities shall be not direct competitors of the Supplier.]*
GCC 16.1 (b) (vii)	***There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vii)*** *[Note: The Procuring Entity may, for example, wish to specify the members of the Procuring Entity's business group that are not direct competitors of the Supplier and that the Procuring Entity must obtain and provide the Supplier written evidence from such parties that such parties will adhere by the terms of the Contract as if they were party to the Contract.]*
GCC 16.2	***There are no Special Conditions of Contract applicable to GCC Clause 16.2*** *[Note: If on-site audits are acceptable, the Procuring Entity may specify conditions on the duration and number of audits per year; the hours or days during which audits may be conducted; the categories of software subject to audit; the procedures for access to Procuring Entity's hardware or software; the number and affiliation of individual auditors; the timing and terms of advance notice; the indemnity by Supplier for losses, liabilities, and costs incurred by the Procuring Entity as a direct result of the audit; etc.].*

11. Confidential Information (GCC Clause 17)

GCC 17.1	***There are no Special Conditions of Contract applicable to GCC Clause 17.1*** *[Note: The Procuring Entity may wish to give members of its business group or related agencies, for example, access to certain specific types of technical and / or financial information it obtains or develops with respect to the Supplier and its Information Technologies. The SCC covering such an exemption should define the individuals covered and generally provide that the Procuring Entity will ensure that such parties are aware of and will adhere by the Procuring Entity's obligations under GCC Clause 17 as if such party*

	were a party to the Contract in place of the Procuring Entity. *if necessary and appropriate, specify: persons, topics, and conditions for which the confidentiality clause does not apply.]*

E. Supply, Installation, Testing, Commissioning, and Acceptance of the System

12. Representatives (GCC Clause 18)

GCC 18.1	*There are no Special Conditions of Contract applicable to GCC Clause 18.1* *[Note: If appropriate specify additional powers or limitations.]* The Procuring Entity's Project Manager shall have the following additional powers and / or limitations to his or her authority to represent the Procuring Entity in matters relating to the Contract *[state necessary and appropriate clauses].*
GCC 18.2.2	*There are no Special Conditions of Contract applicable to GCC Clause 18.2.2* *[Note: If appropriate specify additional powers or limitations.]* The Supplier's Representative shall have the following additional powers and / or limitations to his or her authority to represent the Supplier in matters relating to the Contract *[state necessary and appropriate clauses].* *[Note: Any additional powers or limitations of the Supplier's Representative will, of necessity, be subject to discussions at Contract finalization and the SCC amended accordingly.]*

13. Project Plan (GCC Clause 19)

GCC 19.1	Chapters in the Project Plan shall address the following subject**:** (a) *Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format);* (b) *Implementation Sub-Plan;* (c) *Training Sub-Plan;* (d) *Testing and Quality Assurance Sub-Plan;* (e) *Warranty Defect Repair and Technical Support Service Sub-Plan* *Further details regarding the required contents of each of the above chapters are contained in the Technical Requirements, (insert: reference)].*
GCC 19.6	*The Supplier shall submit to the Procuring Entity:* *(i) monthly inspection and quality assurance reports* *(ii) monthly training participants test results* *(iii) monthly log of service calls and problem resolutions*

14. Design and Engineering (GCC Clause 21)

GCC 21.3.1	*There are no Special Conditions of Contract applicable to GCC Clause 21.3.1.*
	[Note: If necessary and appropriate, specify the Controlling Technical Documents (i.e., document that must be approved by the Procuring Entity's Project Manager before any relevant downstream work can be undertaken by the Supplier).]
	[The Supplier shall prepare and furnish to the Project Manager the following documents for which the Supplier must obtain the Project Manager's approval before proceeding with work on the System or any Subsystem covered by the documents. [state "none" or specify, for example:
	(*) detailed site surveys;
	(*) final Subsystem configurations;
	(*) etc.

15. Product Upgrades (GCC Clause 23)

GCC 23.4	*There are no Special Conditions of Contract applicable to GCC Clause 23.4.*
	[Note: Mandating that all new versions, releases, and updates of Standard Software will be passed on for free during the Warranty Period is a comprehensive requirement, the benefits of which must be balanced against the perceived costs in the mind of the successful Tenderer at the time of tender submission. To require the Supplier to provide for free only new releases and updates, but agreeing that it would be reimbursed for the supply of complete new versions might be more cost-effective. For example, this may be particularly appropriate when the Procuring Entity would not benefit from costs of migrating its business applications to an entirely new version of the underlying database system if such a version came out during a three Warranty Period. Another approach may be to shorten the time period during which updates, etc., would have to be supplied for free, for example, to only the first year of the Warranty Period; or alternatively, a narrower set of Standard Software could be covered.]

16. Inspections and Tests (GCC Clause 25)

GCC 25	*There are no Special Conditions of Contract applicable to GCC Clause 25.*
	[Note: Procuring Entity's may wish to consider employing qualified inspectors to inspect and certify the Information Technologies, Materials, and other Goods prior to shipment. This can minimize the number of cases where the Procuring Entity receives shipped goods that do not conform to the Technical Requirements and shorten the repair or replacement time.]

17. Commissioning and Operational Acceptance (GCC Clause 27)

GCC 27.2.1	*There are no Special Conditions of Contract applicable to GCC Clause 27.2.1.*
	[Note: Few aspects of Information Technology procurement are more critical to the successful implementation of a System than the specification of Operational Acceptance Tests. It is imperative that the Procuring Entity prepare the specification for these tests as carefully as the overall specification of the System itself. The description should be sufficiently comprehensive, unambiguous, and verifiable to result in proper operation of the System with minimal confusion or controversy between the Procuring Entity and its management, the

	Supplier, and any users.
	In addition, where the Contract covers the Installation and acceptance testing of a number of Subsystems, the nature of the acceptance tests required for each Subsystem, and for the final tests to be carried out on the entire System once all Subsystems have been completed, needs to be clearly specified here and/or in the Technical Requirements and which party bears responsibility for correcting any defects discovered during the final tests of the entire System needs to be identified.]

F. Guarantees and Liabilities

18. Operational Acceptance Time Guarantee (GCC Clause 28)

GCC 28.2	*There are no Special Conditions of Contract applicable to GCC Clause 28.2.* *[Note: Typical percentages are, respectively, one half of one percent (0.5%) per week and ten percent (10%) of the total. In some instances, the Procuring Entity may wish to consider specifying liquidated damages on a daily basis. If so, specify this in the SCC].*
GCC 28.3	*There are no Special Conditions of Contract applicable to GCC Clause 28.3.* [Note: Establishing more milestones for liquidated damages may provide a somewhat greater degree of control and assurances regarding the pace of the implementation of the System. However, this will come at a price of increased complexity of Contract management and increased perceptions of financial risks on the part of Tenderers. This most likely will lead to higher tender prices. In most cases, Operational Acceptance should be the most appropriate financial control for ensuring the timeliness of implementation, since it captures the impact of earlier delays and is, in the final analysis, the milestone that truly matters. Whatever milestones are selected, it is critical that the Implementation Schedule precisely specify what Subsystems or other components are covered and when the milestone is set. These, of course, can be refined and revised through the Agreed Project Plan.]

19. Defect Liability (GCC Clause 29)

GCC 29.1	*There are no Special Conditions of Contract applicable to GCC Clause 29.1.* [Note: Software is never completely error or "bug" free. Thus, the Procuring Entity may wish to refine or to limit the Supplier's warranty obligations. Properly done, this can reduce Tenderer's perceptions of financial risk and help lower tender prices. However, the Procuring Entity should balance the potential savings against the risks to reliable and effective operation of the System and the related costs to the Procuring Entity. These tradeoffs are very specific to the type of the System and its uses. These tradeoffs are also changing very rapidly with technological development. The Procuring Entity should consult experts in the relevant areas for an up-to-date assessment of the risks and the most appropriate text to express any such exceptions and limitations.]
GCC 29.4	*There are no Special Conditions of Contract applicable to GCC Clause 29.4.* *[Note: When defining the Warranty period, Procuring Entity should be careful to recognize that services such as resident engineer support, new software releases and end-user help desk support are not typically included in commercial warranties and should be priced separately in the Recurrent Cost Table].*
GCC 29.10	*There are no Special Conditions of Contract applicable to GCC Clause 29.10* [*Note: Typically, the Procuring Entity should develop a set of response times for different degrees of seriousness of the defects and/or categories of IT and/or specific Subsystems. The most appropriate and economical set of response times are highly dependent on the specific System, its use, and the relevant conditions in Kenya.* *The GCC specifies that the Supplier must commence work on warranty defects within a*

	maximum of two weeks; else the Procuring Entity may contract-in such services at the Supplier's expense. The Procuring Entity may wish to shorten or lengthen this period in the SCC. The time specified must strike a reasonable balance between the response time the typical qualified Supplier can physically achieve and the importance of maintaining continued System operation. If too short a time period is specified, Suppliers will need to protect themselves by adding a contingency to their tender prices.]

20. Functional Guarantees (GCC Clause 30)

GCC 30	***There are no Special Conditions of Contract applicable to GCC Clause 30.*** *[Note: In the event that Information Systems and Technologies would have to conform to other calendar system(s), here would be the place to specify related requirements in addition to, or in variation of, the requirements in GCC clause 30.2.]*

G. Risk Distribution

21. Insurances (GCC Clause 37)

GCC 37.1 (c)	The Supplier shall obtain Third-Party Liability Insurance in the amount of *[insert: monetary value]* with deductible limits of no more than *[insert: monetary value].* The insured Parties shall be *[list insured parties].* The Insurance shall cover the period from *[insert: beginning date, relative to the Effective Date of the Contract]* until *[insert: expiration date, relative to the Effective Date of the Contract or its completion].*
GCC 37.1 (e)	***There are no Special Conditions of Contract applicable to GCC Clause 37.1 (e).*** ***[Note: Many countries have statutory requirements for various insurances. These should be reviewed with the Procuring Entity's legal department.*** *For example:* *The Supplier shall obtain Worker's Compensation Insurance in accordance with the statutory requirements of [insert:* **Kenya***]. Specifically: [insert***: requirements***]. The Insurance shall cover the period from [insert:* **beginning date, relative to the Effective Date of the Contract***] until [insert:* **expiration date, relative to the Effective Date of the Contract or its completion***].* *The Supplier shall obtain Employer's Liability Insurance in accordance with the statutory requirements of [insert:* **Kenya***]. Specifically: [insert***: requirements***]. The Insurance shall cover the period from [insert: beginning date, relative to the Effective Date of the Contract] until [insert: expiration date, relative to the Effective Date of Contract or its completion].*

H. CHANGE IN CONTRACT ELEMENTS

22. Changes to the System (GCC Clause 39)

GCC 39.4.3	**Value Engineering** If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Supplier shall be ___% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.

I. Settlement of Disputes

23. Settlement of Disputes (GCC Clause 43)

GCC 43.1.4	The Appointing Authority for the Adjudicator is: *[insert: the name of an impartial international technical organization in the information technology sector, or, if no Adjudicator is used in this Contract Agreement or no organization has been identified and agreed to serve as Appointing Authority for the Adjudicator, state "not applicable."].*
GCC 43.2.3	If the Supplier is from outside Kenya arbitration proceedings shall be conducted in accordance with the rules of arbitration of *[select one of the following: **UNCITRAL / the International Chamber of Commerce (ICC) / the Arbitration Institute of the Stockholm Chamber of Commerce / the London Court of International Arbitration**].* These rules, in the version in force at the time of the request for arbitration, will be deemed to form part of this Contract.
	If the Supplier is a national of Kenya, any dispute between the Procuring Entity and a Supplier arising in connection with the present Contract shall be referred to arbitration in accordance with the laws of Kenya.

SECTION VIII - CONTRACT FORMS

Notes to the Procuring Entity on preparing the Contract Forms.

Performance Security: Pursuant to GCC Clause 13.3, the successful Tenderer is required to provide the Performance Security within twenty-eight (28) days of notification of Contract award.

Advance Payment Security: Pursuant to Clause13.2, the successful Tenderer is required to provide a bank guarantee securing the Advance Payment, if the SCC related to GCC Clause 12.1 provides for an Advance Payment.

Installation and Operational Acceptance Certificates: Recommended formats for these certificates are included in this SPD. Unless the Procuring Entity has good reason to require procedures that differ from those recommended, or to require different wording in the certificates, the procedures and forms shall be included unchanged. If the Procuring Entity wishes to amend the recommended procedures and/ or certificates, it may do so before release of the tendering document to potential Tenderers.

Change Order Procedures and Forms: Similar to the Installation and Operational Acceptance Certificates, the Change Estimate Proposal, Estimate Acceptance, Change Proposal, Change Order, and related Forms should be included in the tendering document unaltered. If the Procuring Entity wishes to amend the recommended procedures and/ or certificates, it may do so before release of the tendering document.

Notes to Tenderers on working with the Sample Contractual Forms

The following forms are to be completed and submitted by the successful Tenderer following notification of award: (i) Contract Agreement, with all Appendices; (ii) Performance Security; and (iii) Advance Payment Security.

Contract Agreement: In addition to specifying the parties and the Contract Price, the Contract Agreement is where the: (i) Supplier Representative; (ii) if applicable, agreed Adjudicator and his/her compensation; and (iii) the List of Approved Subcontractors are specified. In addition, modifications to the successful Tenderer's Tender Price Schedules are attached to the Agreement. These contain corrections and adjustments to the Supplier's tender prices to correct errors, adjust the Contract Price to reflect - if applicable - any extensions to tender validity beyond the last day of original tender validity plus 56 days, etc.

Performance Security: Pursuant to GCC Clause 13.3, the successful Tenderer is required to provide the Performance Security in the form contained in this section of these tendering documents and in the amount specified in accordance with the SCC.

Advance Payment Security: Pursuant to GCC Clause 13.2, the successful Tenderer is required to provide a bank guaranteeforthefullamountoftheAdvancePayment-ifanAdvancePaymentisspecifiedintheSCCforGCCClause
12.1- in the form contained in this section of these tendering documents or another form acceptable to the Procuring Entity. If a Tenderer wishes to propose a different Advance Payment Security form, it should submit a copy to the Procuring Entity promptly for review and confirmation of acceptability before the tender submission deadline.

The Procuring Entity and Supplier will use the following additional forms during Contract implementation to formalize or certify important Contract events: (i) the Installation and Operational Acceptance Certificates; and (ii) the various Change Order forms. These and the procedures for their use during performance of the Contract are included in the tendering documents for the information of Tenderers.

1. Notification of Intention to Award

[*This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.*]
[*Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form*]

1) For the attention of Tenderer's Authorized Representative Name: .... [insert Authorized Representative's name]

Address: .... *[insert Authorized Representative's Address]*

Telephone/Fax numbers: .... *[insert Authorized Representative's telephone/fax numbers]*

Email Address: .... *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to all participating Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: ....This Notification is sent by: [*email/fax*] on[*date*](local time)
Notification of Intention to Award

[Procuring Entity]: .... *[insert the name of the Procuring Entity]*

Project: .... *[insert name of project]*

Contract title: .... *[insert the name of the contract]*

Country: .... *[insert country where ITT is issued]*

ITT No: .... *[insert ITT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

a) Request a debriefing inrelation to the evaluation of your Tender, and/ or

b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

i) The successful Tenderer

Name:	[*insert name of successful Tenderer*]
Address:	[*insert address of the successful Tenderer*]
Contract price:	[*insert contract price of the successful Tenderer*]
Total combined score:	[*insert the total combined score of the successful Tenderer*]

2) Other Tenderers *[INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]*

Name of Tenderer	Technical Score (If applicable)	Tender price	Evaluated Tender Cost	Combined Score (if applicable)
[*insert name*]	[*insert Technical score*]	[*insert Tender price*]	[*insert evaluated cost*]	[*insert combined score*]
[*insert name*]	[*insert Technical score*]	[*insert Tender price*]	[*insert evaluated cost*]	[*insert combined score*]
[*insert name*]	[*insert Technical score*]	[*insert Tender price*]	[*insert evaluated cost*]	[*insert combined score*]
[*insert name*]	[*insert Technical score*]	[*insert Tender price*]	[*insert evaluated cost*]	[*insert combined score*]
[*insert name*]	[*insert Technical score*]	[*insert Tender price*]	[*insert evaluated cost*]	[*insert combined score*]

3) *Reason/s why your Tender was unsuccessful [Delete if the combined score already reveals the reason]*

> *[INSTRUCTIONS; State the reason/s why <u>this</u> Tenderer's Tender was unsuccessful. Do NOT include: (a) a point by point comparison with another Tenderer's Tender or (b) information that is marked confidential by the Tenderer in its Tender.]*

4) *How to request a debriefing*

> **DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).**
>
> You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.
>
> Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
>
> **Attention**: [*insert full name of person, if applicable*] **Title/position**:____[*insert title/position*]
>
> **Agency**: [*insert name of Procuring Entity*] **Email address**:_____[*insert email address*] **Fax**
>
> **number**:_____[*insert fax number*] ***delete if not used***
>
> If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
>
> The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
> If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5) **How to make a complaint**

> **DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [*insert date*] (local time).**
>
> Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
>
> **Attention**: [*insert full name of person, if applicable*] **Title/position**:____[*insert title/position*]
>
> **Agency**: [*insert name of Procuring Entity*] **Email address**:_____[*insert email address*]
>
> At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends. <u>Further information</u>:
>
> For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website info@ppra.go.ke or complaints@ppra.go.ke.
>
> In summary, there are four essential requirements:
> 1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this procurement, and is the recipient of a Notification of Intention to Award.
> 2. The complaint can only challenge the decision to award the contract.
> 3. You must submit the complaint within the deadline stated above.
> 4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6) Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.

If you have any questions regarding this Notification please do not hesitate to contact us. On behalf of the Procuring Entity:

Signature:

Name:

Title/position:

Telephone:

Email:

2   REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…………….OF……….….20……...

BETWEEN

…………………………...………………………………….APPLICANT

AND

…………………………………RESPONDENT (Procuring Entity)

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

REQUEST FOR REVIEW

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

1.

2.

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

1.

2.

SIGNED ……………….(Applicant) Dated on…………….day of ……………/…20……

_____

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on…………day of ………....20….………

SIGNED

Board Secretary

3. Letter of Award

_____)_____

To: _____

This is to notify you that your Tender dated_____for execution of the_____ for the Contract Price in the aggregate of_____, as corrected and modified in accordance with the Instructions to Tenderers is here by accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Form*s* included in Section X, - Contract Forms, of the Tendering Document.

Authorized Signature:_____

Name and Title of Signatory:_____

Name of Agency:_____

Attachment: Contract Agreement

4   Contract Agreement

THIS CONTRACT AGREEMENT is made on the **........[insert: ordinal]** day of .... **[insert: month], [insert: year].** BETWEEN (1) **.................** **[insert: Name of Procuring Entity],** a **[insert: description of type of legal entity, for example, an agency of the Department of……..]** of the Government of Kenya**,** or corporation incorporated under the laws of Kenya and having its principal place of business at **[insert: address of Procuring Entity]** (here in after called "the Procuring Entity"), and (2).....................**[insert: name of Supplier],** a corporation incorporated under the laws of **[insert: country of Supplier]** and having its principal place of business at **[insert: address of Supplier]** (here in after called "the Supplier").

WHEREAS the Procuring Entity desires to engage the Supplier to supply, install, achieve Operational Acceptance of, and support the following Information System **[insert: brief description of the Information System]** ("the System"), and the Supplier has agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement.

NOW IT IS HERE BY AGREED as follows:

Article 1. Contract Documents
3.   Contract Documents (Reference GCC Clause1.1(a) (ii))
         The following documents shall constitute the Contract between the Procuring Entity and the Supplier, and each shall be read and construed as an integral part of the Contract:
         a)   This Contract Agreement and the Appendices attached to the Contract Agreement
         b)   Special Conditions of Contract
         c)   General Conditions of Contract
         d)   Technical Requirements (including Implementation Schedule)
         e)   The Supplier's tender and original Price Schedules
         f)   [Add here: any other documents]

1.2   Order of Precedence (Reference GCC Clause 2)
         In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above, provided that Appendix 7 shall prevail over all provisions of the Contract Agreement and the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in Article 1.1above.

1.3   Definitions (Reference GCC Clause1)
         Capitalized words and phrases used in this Contract Agreement shall have the same meanings as prescribed to them in the General Conditions of Contract.

         Article 2.
         Contract Price and Terms of Payment
2.1   Contract Price (Reference GCC Clause 1.1(a)(viii) and GCC Clause 11) The Procuring Entity here by agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations under the Contract. The Contract Price shall be the aggregate of: [*insert: amount of foreign currency A in words], [insert: amount in figures],* plus *[insert: amount of foreign currency B in words], [insert: amount in figures],* plus *[insert: amount of foreign currency C in words], [insert: amount in figures], [insert: amount of local currency in words], [insert: amount in figures],* as specified in the Grand Summary Price Schedule.

         The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the terms and conditions of the associated incoterms, and the taxes, duties and related levies if and as identified.

         Article 3.
         Effective Date for Determining Time for Operational Acceptance
3.1   Effective Date (Reference GCC Clause 1.1(e) (ix))
         The time allowed for supply, installation, and achieving Operational Acceptance of the System shall be determined from the date when all of the following conditions have been fulfilled:
         a)   This Contract Agreement has been duly executed for and on behalf of the Procuring Entity and the Supplier;
         b)   The Supplier has submitted to the Procuring Entity the performance security and the advance payment security, in accordance with GCC Clause 13.2 and GCC Clause13.3;

c) The Procuring Entity has paid the Supplier the advance payment, in accordance with GCC Clause 12; Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

3.2   If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Supplier, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Achieving Operational Acceptance and/or other relevant conditions of the Contract.

Article 4.
Appendixes

4.1   The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.

4.2   Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

APPENDIXES
Appendix 1. Supplier's   Representative
Appendix 2. Adjudicator *[If there is no Adjudicator, state **"not applicable"**]*
Appendix 3. List of Approved Subcontractors
Appendix 4. Categories of Software
Appendix 5.   Custom   Materials
Appendix 6. Revised Price Schedules (if any)
Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

IN WITNESS WHEREOF the Procuring Entity and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

i)   **For and on behalf of the Procuring Entity**
Signed:

in the capacity of *[insert: title or other appropriate designation]*
in the presence of _____

ii)   **For and on behalf of the Supplier**
Signed:

in the capacity of *[insert: title or other appropriate designation]*
in the presence of _____

5. <u>Appendices</u>

a)   Appendix 1. Supplier's Representative

In accordance with GCC Clause 1.1 (b) (iv), the Supplier's Representative is:

Name: ....*[insert: name and provide title and address further below, or state "to be nominated within fourteen (14) days of the Effective Date"]*

Title: ....*[if appropriate, insert: title]*

In accordance with GCC Clause 4.3, the Supplier's addresses for notices under the Contract are:

Address of the Supplier's Representative: ....*[**as appropriate, insert: personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses.]***

Fallback address of the Supplier: ....*[**as appropriate, insert: personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses.]***

b) **Appendix**

2. Adjudicator in accordance with GCC Clause1.1 (b) (vi), the agreed-upon Adjudicator is: Name:

.... *[insert: name]* Title: ....

[insert: title] Address: ....*[insert: postal address]* Telephone:

.... *[insert: telephone]* in accordance with GCC Clause 43.1.3, the

agreed-upon fees and reimbursable expenses are: Hourly Fees: ....

[insert: hourly fees] Reimbursable Expenses: ....*[list: reimbursables]*

Pursuant to GCC Clause 43.1.4, if at the time of Contract signing, agreement has not been reached between the Procuring Entity and the Supplier, an Adjudicator will be appointed by the Appointing Authority named in the SCC.

c) Appendix 3. List of Approved Subcontractors

The Procuring Entity has approved use of the following Subcontractors nominated by the Supplier for carrying out the item or component of the System indicated. Where more than one Subcontractor is listed, the Supplier is free to choose between them, but it must notify the Procuring Entity of its choice sufficiently in advance of the time when the subcontracted work needs to commence to give the Procuring Entity reasonable time for review. In accordance with GCC Clause 20.1, the Supplier is free to submit proposals for Subcontractors for additional items from time to time. No subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Procuring Entity and their names have been added to this list of Approved Subcontractors, subject to GCC Clause20.3.

[specify: item, approved Subcontractors, and their place of registration that the Supplier proposed in the corresponding attachment to its tender and that the Procuring Entity approves that the Supplier engage during the performance of the Contract. Add additional pages as necessary.]

Item	Approved Subcontractors	Place of Registration

d) Appendix 4. Categories of Software

The following table assigns each item of Software supplied and installed under the Contract to one of the three categories: (i) System Software, (ii) General-Purpose Software, or (iii) Application Software; and to one of the two categories: (i) Standard Software or (ii) Custom Software.

Software Item	(select one per item)			(select one per item)	
	System Software	General-Purpose Software	Application Software	Standard Software	Custom Software

e) Appendix 5. Custom Materials

The follow table specifies the Custom Materials the Supplier will provide under the Contract.

Custom Materials

f) **Appendix 6. Revised Price Schedules**

The attached Revised Price Schedules (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the Price Schedules contained in the Supplier's Tender. These Revised Price Schedules reflect any corrections or adjustments to the Supplier's tender price, pursuant to the ITT Clauses 30.3 and 38.2.

g) **Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments**

The attached Contract amendments (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the relevant clauses in the GCC, SCC, Technical Requirements, or other parts of this Contract as defined in GCC Clause 1.1 (a) (ii).

6. Performance and Advance Payment Security Forms

5.1 Performance Security Form (Demand Bank Guarantee)

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

[Guarantor Form head or SWIFT identifier code] ....
*[insert: **Bank's Name, and Address of Issuing Branch or Office**]*
Beneficiary: .... *[insert: **Name and Address of Procuring Entity**]*
Date: .... *[insert: **date**]*
PERFORMANCE GUARANTEE No.: .... *[insert: **Performance Guarantee Number**]* **Guarantor:**
.. *[Insert name and address of place of issue, unless indicated in the Form head.]*

We have been informed that on *[insert: **date of award**]* you awarded Contract No. *[insert: **Contract number**]* for *[insert: **title and/or brief description of the Contract**]* (hereinafter called "the Contract") to *[insert: **complete name of Supplier which in the case of a joint venture shall be in the name of the joint venture**]* (hereinafter called "the Applicant"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor here by irrevocably undertake to pay you any sum(s) not exceeding *[insert: **amount(s)[1] in figures and words**]* such sum being payable in the types and proportions of currencies which the Contract Price is payable upon receipt by us of the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the contract without the Beneficiary needing to prove or to showgrounds or reasons for their demand or the sum specified there in.

On the date of your issuing, to the Supplier, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding.......................... *[insert: **amount(s) 4 in figures and words**]*. This remaining guarantee shall expire no later than.......................*[insert: **number** and select: **of months/of years** (of the Warranty Period that needs to be covered by the remaining guarantee)]* from the date of the Operational Acceptance Certificate for the System[2], and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under 15 (a) is hereby excluded.

_____

[Signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

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[1] *The bank shall insert the amount(s) specified and denominated in the SCC for GCC Clauses 13.3.1 and 13.3.4 respectively, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Entity.*

[2] *In this sample form, the formulation of this paragraph reflects the usual SCC provisions for GCC Clause 13.3. However, if the SCC for GCC Clauses 13.3.1 and 13.3.4 varies from the usual provisions, the paragraph, and possibly the previous paragraph, need to be adjusted to precisely reflect the provisions specified in the SCC.*

5.2   Advance Payment Security

Demand Bank Guarantee

_____

[Guarantor Form head or SWIFT identifier code]

Beneficiary: .... *[insert: **Name and Address of Procuring Entity**]*

Date: .... *[insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: .... [*insert: **Advance Payment Guarantee Number**]*

Guarantor: .... *[Insert name and address of place of issue, unless indicated in the Form head]*

We have been informed that on......................................*[insert: **date of award**]* you awarded Contract No. *[insert: **Contract number**]* for ....*[insert: **title and/or brief description of the Contract**]* (here in after called "the Contract") to *[insert: **complete name of Supplier, which in the case of a joint venture shall be the name of the joint venture**]* (here in after called" the Applicant").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert: **amount in numbers and words, for each currency of the advance payment**]* is to be made to the Supplier against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of................................. *[Insert amount in figures]* ( ) *[insert amount in words]*[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a)   Has used the advance payment for purposes other than toward delivery of Goods; or

(b)   has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number..............................*[insert number]*at..............................*[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety
(90) percent of the Accepted Contract Amount, has been certified for payment, or on the.............................*[insert day]* day of...*[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

_____

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

7. Installation and Acceptance Certificates *(insert format)*

Installation Certificate

Date: .... *[insert: date]*

ITT: .... *[insert: title and number of ITT]*

Contract: .... *[insert: name and number of Contract]*

To: .... *[insert: name and address of Supplier]*

Dear Sir or Madam:

Pursuant to GCC Clause 26 (Installation of the System) of the Contract entered into between yourselves and the....................... *[insert: name of Procuring Entity]* (hereinafter the "Procuring Entity") dated............................ *[insert: date of Contract],* relating to the............................*[insert: brief description of the Information System],* we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

1. Description of the System (or relevant Subsystem or major component: .... *[insert: description]*

2. Date of Installation: .... *[insert: date]*

Notwithstanding the above, you are required to complete the outstanding items listed in the attachment to this certificate as soon as practicable. This Form shall not relieve you of your obligation to achieve Operational Acceptance of the System in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Procuring Entity

Signed: ....

Date: ....

in the capacity of: ....[*state: "Project Manager" or state the title of a higher-level authority in the Procuring Entity's organization]*

6.2   Operational Acceptance Certificate

Date: ....*[insert: date]*

ITT: ....*[insert: title and number of ITT]*

Contract: ....*[insert: name of System or Subsystem and number of Contract]*

To: ....*[insert: name and address of Supplier]*

Dear Sir or Madam:

Pursuant to GCC Clause 27 (Commissioning and Operational Acceptance) of the Contract entered into between yourselves and the......................***[insert: name of Procuring Entity]*** (hereinafter the "Procuring Entity") dated...................... ***[insert: date of Contract],*** relating to the......................***[insert: brief description of the Information System],*** we hereby notify you the System (or the Subsystem or major component identified below) successfully completed the Operational Acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the Procuring Entity here by takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1.   Description of the System (or Subsystem or major component): ....[***insert: description]***

2.   Date of Operational Acceptance: ....[***insert: date]***

   This Form shall not relieve you of your remaining performance obligations under the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Procuring Entity

Signed: ....

Date: ....

in the capacity of: ....***[state: "Project Manager" or higher-level authority in the Procuring Entity's organization]***

7. Change Order Procedures and Forms

Date: ....*[insert: date]*

ITT: ....*[insert: title and number of ITT]*

Contract: ....*[insert: name or System or Subsystem and number of Contract]*

General

This section provides samples of procedures and forms for carrying out changes to the System during the performance of the Contract in accordance with GCC Clause 39 (Changes to the System) of the Contract.

Change Order Log

The Supplier shall keep an up-to-date Change Order Log to show the current status of Requests for Change and Change Orders authorized or pending. Changes shall be entered regularly in the Change Order Log to ensure that the log is kept up-to-date. The Supplier shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Procuring Entity.

References to Changes

1) Request for Change Proposals (including Application for Change Proposals) shall be serially numbered CR-nnn.

2) Change Estimate Proposals shall be numbered CN-nnn.

3) Estimate Acceptances shall be numbered CA-nnn.

4) Change Proposals shall be numbered CP-nnn.

5) Change Orders shall be numbered CO-nnn. On all forms, the numbering shall be determined by the original CR-nnn.

Annexes

7.1 Request for Change Proposal Form

7.2 Change Estimate Proposal Form

7.3 Estimate Acceptance Form

7.4 Change Proposal Form

7.5 Change Order Form

7.6 Application for Change Proposal Form

7.1   Request for Change Proposal Form

(Procuring Entity's Form head)

Date: ....[insert: date]
ITT: ....[insert: title and number of ITT]
Contract: ....[insert: name of System or Subsystem or number of Contract]
To: ....[insert: name of Supplier and address]
Attention: ....[insert: name and title]

Dear Sir or Madam:

With reference to the above-referenced Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within *[insert: number]* days of the date of this Form.

1.   Title of Change: [**insert: title**]

2.   Request for Change No./Rev.: [**insert: number**]

3.   Originator of Change: *[select Procuring Entity / Supplier (by Application for Change Proposal), and add: name of originator]*

4.   Brief Description of Change: *[insert: description]*

5.   System (or Subsystem or major component affected by requested Change): [**insert: description**]

6.   Technical documents and/ or drawings for the request of

      Change: Document or Drawing No. Description

7.   Detailed conditions or special requirements of the requested Change: [**insert: description**]

8.   Procedures to be followed:
      a)   Your Change Proposal will have to show what effect the requested Change will have on the Contract Price.
      b)   Your Change Proposal shall explain the time it will take to complete the requested Change and the impact, if any, it will have on the date when Operational Acceptance of the entire System agreed in the Contract.
      c)   If you believe implementation of the requested Change will have a negative impact on the quality, operability, or integrity of the System, please provide a detailed explanation, including other approaches that might achieve the same impact as the requested Change.
      d)   You should also indicate what impact the Change will have on the number and mix of staff needed by the Supplier to perform the Contract.
      e)   You shall not proceed with the execution of work related to the requested Change until we have accepted and confirmed the impact it will have on the Contract Price and the Implementation Schedule in writing.

9.   As next step, please respond using the Change Estimate Proposal form, indicating how much it will cost you to prepare a concrete Change Proposal that will describe the proposed approach for implementing the Change, all it's elements, and will also address the points in paragraph 8 above pursuant to GCC Clause 39.2.1. Your Change Estimate Proposal should contain a first approximation of the proposed approach, and implications for schedule and cost, of the Change.

For and on behalf of the Procuring Entity

Signed: ....

Date: ....

in the capacity of: ....[*state: "Project Manager" or higher-level authority in the Procuring Entity's organization]*

7.2   Change Estimate Proposal Form

(Supplier's Form head)

Date: ....[insert: date]

ITT: ....[insert: title and number of ITT]

Contract: ....[insert: name of System or Subsystem and number of Contract]

To: ....[insert: name of Procuring Entity and address]

Attention: .... [insert: name and title]

Dear Sir or Madam:

With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change in accordance with GCC Clause 39.2.1 of the Contract. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GCC Clause 39.2.2, is required before we proceed to prepare the actual Change Proposal including a detailed estimate of the cost of implementing the Change itself.

1. Title of Change: ....[insert: title]

2. Request for Change No./Rev.: ....[insert: number]

3.   Brief Description of Change (including proposed implementation approach): ....[insert: description]

4.   Schedule Impact of Change (initial estimate): ....[insert: description]

5.   Initial Cost Estimate for Implementing the Change: ....[insert: initial cost estimate]

6.   Cost for Preparation of Change Proposal: ....[insert: cost in the currencies of the Contract], as detailed below in the breakdown of prices, rates, and quantities.

For and on behalf of the Supplier Signed:

....

Date: ....

in the capacity of: ....[state: "Supplier's Representative" or other higher-level authority in the Supplier's organization]

7.3 Estimate Acceptance Form

(Procuring Entity's Form head) Date: ....*[insert: date]*

ITT.......................*[insert: title and number of ITT]*

Contract: ....*[insert: name of System or Subsystem and number of Contract]*

To: ....*[insert: name of Supplier and address]*

Attention: ....*[insert: name and title]*

Dear Sir or Madam:

We hereby accept your Change Estimate and agree that you should proceed with the preparation of a formal Change Proposal.

1.   Title of Change: *[insert: title]*

2.   Request for Change No./ Rev.: *[insert: request number /revision]*

3.   Change Estimate Proposal No./ Rev.: *[insert: proposal number/ revision]*

4.   Estimate Acceptance No./ Rev.: *[insert: estimate number/ revision]*

5.   Brief Description of Change: *[insert: description]*

6.   Other Terms and Conditions:

In the event that we decide not to order the Change referenced above, you shall be entitled to compensation for the cost of preparing the Change Proposal up to the amount estimated for this purpose in the Change Estimate Proposal, in accordance with GCC Clause 39 of the General Conditions of Contract.

For and on behalf of the Procuring Entity

Signed: ....

Date: ....

in the capacity of: ....*[state: "Project Manager" or higher-level authority in the Procuring Entity's organization]*

7.4   Change Proposal Form

(Supplier's Form head)

Date: ....*[insert: date]*
ITT: ....*[insert: title and number of ITT]*
Contract: ....*[insert: name of System or Subsystem and number of Contract]*

To: ....*[insert: name of Procuring Entity and address]*

Attention: ....*[insert: name and title]*

Dear Sir or Madam:

In response to your Request for Change Proposal No. *[insert: number],* we here by submit our proposal as follows:

1.   Title of Change: *[insert: name]*

2.   Change Proposal No./ Rev.: *[insert: proposal number /revision]*

3.   Origin at or of Change: *[select: Procuring Entity /Supplier; and add: name]*

4.   Brief Description of Change: *[insert: description]*

5.   Reasons for Change: *[insert: reason]*

6.   The System Subsystem, major component, or equipment that will be affected by the requested Change: *[insert: description]*

7.   Technical documents and/ or drawings for the requested
        Change: Document or Drawing No. Description

8.   Estimate of the increase/ decrease to the Contract Price resulting from the proposed Change: *[insert: amount in currencies of Contract],* as detailed below in the breakdown of   prices, rates, and quantities. Total lump sum cost of the Change:

        Cost to prepare this Change Proposal (i. e., the amount payable if the Change is not accepted, limited as provided by GCC Clause 39.2.6):

9.   Additional Time for Achieving Operational Acceptance required due to the Change: *[insert: amount in days/ weeks]*

10.   Effect on the Functional Guarantees: *[insert: description]*

11.   Effect on the other terms and conditions of the Contract: *[insert: description]*

12.   Validity of this Proposal: for a period of ....*[insert: number]* days after receipt of this Proposal by the Procuring Entity

13.   Procedures to be followed:
        a)   You are requested to notify us of your acceptance, comments, or rejection of this detailed Change Proposal within......*[insert: number]* days from your receipt of this Proposal.
        b)   The amount of any increase and / or decrease shall be taken into account in the adjustment of the Contract Price.

For and on behalf of the Supplier

Signed: ....

Date: ....

in the capacity of: …… *[state: "Supplier's Representative" or other higher-level authority in the Supplier's organization]*

7.5   Change Order Form

(Procuring Entity's Form head)

Date: ....*[insert: date]*

ITT: ....*[insert: title and number of ITT]*

Contract: ....*[insert: name of System or Subsystem and number of Contract]*

To: ....*[insert: name of Supplier and address]*

Attention: ....*[insert: name and title]*

Dear Sir or Madam:

We hereby approve the Change Order for the work specified in Change Proposal No. *[insert: number*], and agree to adjust the Contract Price, Time for Completion, and/ or other conditions of the Contract in accordance with GCC Clause 39 of the Contract.

1.   Title of Change: [*insert: name]*

2.   Request for Change No./ Rev.: [*insert: request number/ revision]*

3.   Change Order No./ Rev.: [*insert: order number/ revision]*

4.   Origin at or of Change: [*select: Procuring Entity / Supplier; and add: name]*

5.   Authorized Price for the Change: Ref. No.: *[insert: number]* Date: *[insert: date]*

        [insert: amount in foreign currency A] plus *[insert: amount in foreign currency B]* plus *[insert: amount in foreign currency C]* plus *[insert: amount in local currency]*

6.   Adjustment of Time for Achieving Operational Acceptance: *[insert: amount and description of adjustment]*

7.   Other effects, if any: *[state: "none" or insert description]*

For and on behalf of the Procuring Entity

Signed: ....

Date: ....

in the capacity of: ....*[state: "Project Manager" or higher-level authority in the Procuring Entity's organization]*

For and on behalf of the Supplier

Signed: ....

Date: ....

in the capacity of: ....[*state "Supplier's Representative" or higher-level authority in the Supplier's organization]*

7.6   Application for Change Proposal Form

(Supplier's Form head)

Date: ....*[insert: date]*

ITT: ....*[insert: title and number of ITT]*

Contract: ....*[insert: name of System or Subsystem and number of Contract]*

To: ....*[insert: name of Procuring Entity and address]*

Attention: ....*[insert: name and title]*

Dear Sir or Madam:

We hereby propose that the below-mentioned work be treated as a Change to the

System.

1.   Title of Change: ....*[insert: name]*

2.   Application for Change Proposal No./ Rev.: ....*[insert: number/ revision]* dated: [*insert: date*]

3.   Brief Description of Change: ....*[insert: description]*

4.   Reasons for Change: ....*[insert: description]*

5.   Order of Magnitude Estimation: ....*[insert: amount in currencies of the Contract]*

6.   Schedule Impact of Change: ....*[insert: description]*

7.   Effect on Functional Guarantees, if any: ....*[insert: description]*

8.   Appendix: ....*[insert: titles (if any); otherwise state "none"]*

For and on behalf of the Supplier

Signed: ....

Date: ....

in the capacity of: ....*[state: "Supplier's Representative" or higher-level authority in the Supplier's organization]*

7.7   BENEFICIAL OWNERSHIP DISCLOSURE FORM

Tender Reference No.: _____

Name of the Assignment: _____

to: _____

In response to your notification of award dated _____ to furnish additional information on beneficial ownership: _____ *[select one option as applicable and delete the options that are not applicable]*

I)   We here by provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)
[include full name (last, middle, first), nationality, country of residence]			

OR

ii)   *We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

OR

We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]"

Name of the Tenderer: _____

Name of the person duly authorized to sign the Tender on behalf of the Tenderer:

Title of the person signing the Tender: ....

Signature of the person named above: ....

Date signed .... [insert date of signing] day of...................... [Insert month], [insert year]