

#### ST. PAUL'S UNIVERSITY

#### **CALL FOR TENDER DOCUMENT**

SUPPLY, IMPLEMENTATION AND SUPPORT OF HOSPITAL MANAGEMENT INFORMATION SYSTEM FOR ST. PAUL'S UNIVERSITY HOSPITAL

TENDER NO: SPU/TNDR/G/012/HMIS/2024-2025

CLOSING DATE: TUESDAY 29TH OCTOBER 2024 AT 10.00 A.M.

# BIDDERS ARE ENCOURAGED TO READ THROUGH THE TENDER DOCUMENT BEFORE MAKING THE BID.

OCTOBER 2024

#### Introduction

- 1.1 This Standard Tender Document has been prepared for use by procurement entities in Kenya.
- 1.2 The following general directions should be observed when using the document.
  - (a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options.
  - (b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.
- 1.3 (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or to participate and shall indicate any important tender requirements.
  - (b) The Invitation to Tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

#### SECTION I INVITATION TO TENDER

DATE: 07 OCTOBER, 2024

TENDER REF NO: SPU/TNDR/G/012/HMIS/2024-2025

# TENDER NAME: SUPPLY, IMPLEMENTATION AND SUPPORT OF HOSPITAL MANAGEMENT INFORMATION SYSTEM FOR ST. PAUL'S UNIVERSITY HOSPITAL

- 1. St. Paul's University invites bid under open procurement for **Supply, Implementation and Support of Hospital Management Information System for St. Paul's University Hospital.**
- 2. Interested eligible candidates may obtain further information from <a href="mailto:procurement@spu.ac.ke">procurement@spu.ac.ke</a> or the Procurement office, St. Paul's University during normal working hours.
- 3. A complete set of tender documents may be obtained by interested candidates free of charge by downloading the document from our website www.spu.ac.ke
- 4. Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for 120 days from the closing date of this tender.
- 5. Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and be deposited in the Tender Box at the procurement department, St. Paul's University so as to be received on or before **Tuesday 29th OCTOBER 2024 at 10:00 Am.**
- 6. Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the University's Boardroom at St. Paul's University Main Campus Limuru Road.

#### 7. Tender Security Not Applicable

8. Bidders should have their documents paginated to ensure compliance with Section 74 (1) (i) Public Procurement and Assets Disposal Act, 2015 (in format1,2,3,4......to the last page).

Head– Supply Chain Management Mr. Gerald Nyoro

# **INSTRUCTIONS TO TENDERERS**

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#### SECTION II -INSTRUCTIONS TO TENDERERS

## 2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderer eligible as described in the Invitation to Tender. Successful tenderer shall complete the rendered of services by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderer shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderer shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

## 2.2 Eligible Services

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

# 2.3 Cost of Tendering

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

## **2.4.** The Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
  - (i) Invitation to Tender
  - (ii) Instructions to tenderers
  - (iii) General Conditions of Contract
  - (iv) Special Conditions of Contract
  - (v) Schedule of requirements
  - (vi) Technical Specifications
  - (vii) Tender Form and Price Schedules
  - (viii) Tender Security Form
  - (ix) Contract Form
  - (x) Performance Security Form
  - (xi) Bank Guarantee for Advance Payment Form
  - (xii) Manufacturer's Authorization Form
  - (xiii) Confidential Business Questionnaire
- 2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

#### 2.5 Clarification of Documents

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

timely submission of its tender.

#### 2.6 Amendment of Documents

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

## 2.7 Language of Tender

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

## 2.8 Documents Comprising of Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
  - (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
  - (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - (c) documentary evidence established in accordance with paragraph 2.2 that the services and ancillary services to be supplied by the tenderer are eligible services and services and conform to the tender documents; and
  - (d) tender security furnished in accordance with paragraph 2.14

#### 2.9 Tender Forms

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

#### 2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the services it proposes to rendered under the contract.
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

#### 2.11 Tender Currencies

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

## 2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1.
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction.
  - (a) that, in the case of a tenderer offering to rendered services under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the services' Manufacturer or producer to rendered the services.
  - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract.
  - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed

## 2.13 Services Eligibility and Conformity to Tender Documents

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all services which the tenderer proposes to rendered under the contract The documentary evidence of the eligibility of the services shall consist of a statement in the Price Schedule of the country of origin of the services and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.2 The documentary evidence of conformity of the services to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
  - (a) a detailed description of the essential technical and performance characteristic of the services.
  - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the services for a period of two (2) years, following commencement of the use of the services by the Procuring entity; and
  - (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the services and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.3 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and services, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specification.

#### 2.14 Validity of Tenders

- 2.14.1 Tenders shall remain valid for 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.14.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's

consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.15 Format and Signing of Tender

- 2.15.1 The Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.15.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.15.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## 2.16 Sealing and Marking of Tenders

- 2.16.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 2.16.2 The inner and outer envelopes shall:
  - (a) be addressed to the Procuring entity at the address given in the Invitation to Tender:
  - (b) Bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," Tuesday 29th OCTOBER, 2024 at 10:00 Am.
- 2.16.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.16.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

#### 2.17 Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified

under paragraph 2.17.2 no later than Tuesday 29th OCTOBER, 2024 at 10:00 Am.

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

#### 2.18 Modification and Withdrawal of Tenders

- 2.18.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.
- 2.18.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.18.3 No tender may be modified after the deadline for submission of tenders.
- 2.18.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during
- 2.18.5 pursuant to paragraph 2.14.7.
- 2.18.6 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.18.7 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## 2.19 Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on Tuesday 29th OCTOBER, 2024 at 10:00 Am. and in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.19.1 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such

- other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.19.2 The Procuring entity will prepare minutes of the tender opening.

#### 2.20 Clarification of Tenders

- 2.20.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.20.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## 2.21 Preliminary Examination

- 2.21.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.21.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.21.3 The Procuring entity may waive any minor informality or non- conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.21.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.21.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## 2.22 Conversion to Single Currency

2.22.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the ate of tender closing provided by the Central Bank of Kenya.

## **Evaluation and Comparison of Tender**

- 2.22.2 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.22.3 The tender evaluation committee shall evaluate the tender within 15 days of the validity period from the date of opening the tender.
- 2.22.4 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

#### 2.23 Preference

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

#### 2.24 Contacting the Procuring entity

- 2.24.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.24.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

#### 2.25 Award of Contract

## (a) Post-qualification

- 2.25.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.25.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the

tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

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

#### (b) Award Criteria

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

## (c) Procuring entity's Right to Vary quantities

2.25.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

## (d) Procuring entity's Right to Accept or Reject Any or All Tenders

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

#### 2.26 Notification of Award

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

## 2.27 Signing of Contract

- 2.27.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.27.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.27.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

## 2.28 Performance Security

- 2.28.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.28.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

#### 2.29 Corrupt or Fraudulent Practices

- 2.29.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
  - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non- competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- 2.29.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

## Appendix to Instructions to Tenderer

#### Notes on the Appendix to the Instruction to Tenderer

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

# Appendix to Instructions to Tenderers

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

| INSTRUCTIONS TO TENDERERS | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDER  |
|---------------------------|--|
| Procurement method        | This is an open tender procurement method as per section 103 (2) (a) of the Public Procurement and Asset Disposal Act, 2015  |
| Pricing                   | Prices indicated on the Price Schedule shall include all costs including taxes, insurances, delivery and installation/commissioning.   |
| Validity                  | Tenders shall remain valid for 120 days after the date of tender opening.  |
| Tender closing and        | Tenders must be received no later than Tuesday 29th OCTOBER at   |
| opening                   | 10:00 am.  |
| Mandatory                 | Preliminary Evaluation Criteria  |
| requirements              | You are required to submit copies of the following documents.  a) Business Name Registration Certificate or Certificate of Incorporation  b) Valid Tax Compliance Certificate  c) Original of tender and copy (hard copies)  d) Properly filled, signed, and stamped form of tender.  e) Properly filled, signed and stamped confidential business questionnaire.  f) Tender validity period of 120 days  g) Valid Business Permit  h) CR12 for Limited Company  i) Evidence of previous similar contracts  Failure to provide any of the above will lead to automatic disqualification. |

# <u>APPENDIX B – EVALUATION CRITERIA</u> PRELIMINARY EVALUATION/MANDATORY EVALUATION

The criteria of evaluation and the points to be awarded on each criterion will be as follows:

| A.   | MANDATORY REQUIREMENTS  | POINTS |
|------|---|--------|
| A1.  | Copy of Company's PIN certificate /Tax ID   | YES/NO |
| A2.  | Copy of Valid Tax Compliance Certificate OR equivalent  | YES/NO |
| A3.  | Copy of Current Business Permit/License (Valid)   | YES/NO |
| A4.  | Certificate of Incorporation/Business Registration  | YES/NO |
| A5.  | Physical location of business premises (See business questionnaire)   | YES/NO |
| A6.  | Audited Accounts for the last three (3) Years for limited companies OR Certified  | YES/NO |
| A7.  | Company/Business Profile  | YES/NO |
| A8.  | Disclosure of Directors/ Partners /Sole Proprietor  | YES/NO |
| A9.  | Bid Bond of (2%) tender sum from reputable bank OR from an approved Insurance   | NO     |
| A10. | Copies of Accreditations e.g. ISO, Certification among others   | YES/NO |
| В.   | GENERAL REQUIREMENTS  | POINTS |
| B1.  | Financial Capability (As supported by Audited Accounts for the last three (3) years   | 2      |
| B2   | Past performance An undertaking from three reputable customers that they can be contacted. Include: - Company name and Project name - Client's project manager (name and contacts (Phone/email) - Platform specifics, Quality standards and target performance levels - Length of time solution has been operational. | 6      |
| B3   | Human Resources:- Give Company Structure indicating clearly the rank and qualifications of the key personnel to be handling this work. Prove of qualification and employment records of the personnel must be provided Structure with all CVs with valid certificates/referenced experience (2)                       | 2      |
| B4   | Provide duration tenderer has supplied and supported proposed HIS solution.  - Above 10 years (2)  - 5-10 years (1)  - Under 5 years (0.5)  | . 2    |

|    |   | DOINT  |
|----|---|--------|
| C  | TECHNICAL REQUIREMENTS  | POINTS |
| C1 | System Capability - Proposed solution MUST contain all the hospital modules including functional, technical and module integration requirements of each module or product as listed in the "HMIS Requirements for all the modules" section of this Tender Document.:  1. Required Modules, (One HMIS for SPU CLINIC): |        |
|    | Please indicate Yes against each requirement if functionality currently exists in   |        |
|    | your  |        |
|    | system and is deployed in hospitals listed below. Provide in the reference column,  |        |
|    | corresponding page numbers/clauses in your HMIS system manual. Indicate No, if functionality is not deployed.   |        |
|    | (DO NOT write in areas highlighted black, but use the clear boxes next to each  |        |
|    | requirement for the <u>Yes</u> or <u>No</u> response). Alternatively, for this section, download  |        |
|    | the spreadsheet named "SPU Scoring Criteria for HMIS OCTOBER 2024.xlsx" from SPU tender website and populate the "User Requirements" worksheet as instructed. Print the populated "User Requirements" and "Scores" worksheets and attach to your bid application.   |        |
|    |   |        |
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|    |   |        |

| Score | Module   | Yes/No | Ref |
|-------|--|--------|-----|
|       | 1. PATIENT CARE AND COORDINATION 40points  |        |     |
| 1     | a. Electronic Health Record 10pnts   |        |     |
|       | Mandatory  | _      |     |
|       | 1. Electronic management of all Patients' records,                                   |        |     |
|       | (onboarding as well as management of Patients). Paper                                |        |     |
|       | less operations. Centralize Registration Management.                                 |        |     |
|       | Scanning and linking external medical records to the                                 |        |     |
|       | SPU patient record. (Integration with DICOM  |        |     |
|       | printer for film scanning).  |        |     |
|       | 2. Manage mandatory fields for crucial patient                                       |        |     |
|       | information as per given Standards.  |        |     |
|       | 3. Alerts to prevent erroneous data entry  |        |     |
|       | 5. Advanced multi-criteria search for registered patients                            |        |     |
|       | 5. Provision for recording sponsor, insurance and medical tourism details            |        |     |
|       | 6. Accurately Identify Patients, (Registration data for                              |        |     |
|       | identification to include: - Biometrics, Patients number,                            |        |     |
|       | DOB, Phone number, Huduma number, ID number,   |        |     |
|       | Patients Photo).   |        |     |
|       | 7. Capture accurate data to ensure timely service offering                           |        |     |
|       | 8. Manage appointment and insurance information                                      |        |     |
|       | 9. Communicate via System-Wide Messaging. (can we                                    |        |     |
|       | incorporate customer notifications/messaging for efficient                           |        |     |
|       | services)  |        |     |
|       | 10. Avail access to real-time updated patient records                                |        |     |
|       | always.  |        |     |
|       | 11. Ensure security of patient records and access by staff based on assigned rights. |        |     |
|       | 12. Allow caregivers ability to review patient information                           |        |     |
|       | quickly (both current and past)  |        |     |
|       | 13. Access control workflow  |        |     |
|       |  | _      |     |
| 2     | Patient Care 10pnts  |        |     |
|       | <u>Mandatory</u>   |        |     |
|       | 1. Ability to manage patient workload and round with a                               |        |     |
|       | flexibility and ease   |        |     |
|       | 2. Support both the documentation and viewing of all                                 |        |     |
|       | patient data in a single view. Access and review                                     |        |     |
|       | integrated   |        |     |
|       | 3. Ease of care documentation with tailored templates.                               |        |     |
|       | 4. Easily manage all orders from a single screen.                                    |        |     |
|       | 5. Plan for and initiate discharge process.  |        |     |
|       | 6. Comprehensive form for collection of precise data                                 |        |     |
|       | regarding the patient  |        |     |
|       | 7. Thorough evaluation of the patient condition                                      |        |     |
|       | 8. Recording the doctors and nursing notes for further                               |        |     |
|       | management   |        |     |
|       | Optional   |        |     |

|   |  | <br> |
|---|--|------|
|   | i. Ability for care providers to conveniently review patient               |      |
|   | lists and manage workload in real time, using the                          |      |
|   | smartphone or mobile device they already have in their                     |      |
|   | pocket.  |      |
|   | ii. Displaying all acute, ambulatory, and self-generated data by customer. |      |
|   | iii. Ability to generate medical reports for insurance                     |      |
|   | settlement.  |      |
|   | iv. Ability to access entire client population for physician.              |      |
|   | v. Communicate with the care team and easily manage                        |      |
|   | shifts handover.   |      |
|   | Optional   |      |
| 3 | d. Information Desk Module 5pnts   |      |
|   | Mandatory  |      |
|   |  |      |
|   | 1. Patient enquiry   |      |
|   | 2. Appointments enquiry  |      |
|   | 3. Investigation appointment enquiry                                       |      |
|   | 4. Consultants enquiry   |      |
|   | 5. Investigation enquiry   |      |
|   | 6. In-patient enquiry  |      |
|   | 7. Tariff information  |      |
|   | 8. Packages information  |      |
|   | 9. Estimates   |      |
|   | 10. Visitor pass management  |      |
|   | , J  |      |
| 4 | e. Labor and Delivery 5pnts  |      |
|   | Mandatory  |      |
|   | 1. Avail to labor and delivery care team access to one                     |      |
|   | complete patient record at their fingertips during a                       |      |
|   | patient's perinatal, labor, delivery, and inpatient                        |      |
|   | maternity  |      |
|   | 2. Allow care team ability to closely monitor the mother                   |      |
|   | and baby trends and document labor progression on a                        |      |
|   | single screen  3. Ability to prioritize labor and delivery Patients        |      |
|   | efficiently  |      |
|   | 4. Functionality to document labor and delivery care                       |      |
|   | 5. Manage labor and delivery surgical services                             |      |
|   | 6. Facilitate postpartum mother and newborn                                |      |
|   | documentation  |      |
|   | 7. Registration of birth data for a newborn                                |      |
|   | 8. Registration of family relationships                                    |      |
|   | 9. Providing statistical information                                       |      |
|   | 10. Enable SPU to experience full patient                                  |      |
|   | engagement   |      |
|   | Optional   |      |

|   | i. Ability to concurrently view mother and baby  |  |          |
|---|--|--|----------|
|   | information  |  |          |
|   | from the one board, and recall mother's information into   |  |          |
|   |  |  |          |
| 5 | f. Pharmacy 5pnts  |  |          |
|   | Mandatory  |  |          |
|   | 1. Ability to verifying patient prescription.  |  |          |
|   | 2. Managing drug inventory. Provides a comprehensive   |  |          |
|   | online list of available drugs for the doctors   |  |          |
|   | 3. Displays alternative drugs for the non-available drugs  |  |          |
|   | 4. Supports interfacing with drug databases  |  |          |
|   | 5. The ABC, VED classification of medicines  |  |          |
|   | 6. Auto-generation of alerts when minimum stock levels   |  |          |
|   | are reached  |  |          |
|   | 7. Online requisition for stock order from the main store  |  |          |
|   | 8. Provision to manage consignment items   |  |          |
|   | 9. Drug allergy alerts   |  |          |
|   | 10. compiling reports and statistics.  |  |          |
|   | 11. Allow processing all patient and order types, such as  |  |          |
|   | inpatient or outpatient orders, nursing, home Patients,  |  |          |
|   | and IV and oral medications. All supplies from the   |  |          |
|   | pharmacy have the patient information with instructions  |  |          |
|   | printed on prescription label as per doctors' instructions.  12. Allow access lab results associated with medications  |  |          |
|   | being ordered or reviewed.   |  |          |
|   | 13. Control Inventory across the Enterprise, bar coding  |  |          |
|   | for all items. Store to pharmacy and to patient using  |  |          |
|   | barcode. Nurse stock based on Patients under care,   |  |          |
|   | managed daily. Manage and facilitate existence of  |  |          |
|   | inpatient pharmacy.  |  |          |
|   | Optional  Document clinical interpretations, advance reactions, and  |  |          |
|   | i. Document clinical interventions, adverse reactions, and progress notes all within the single order processing area. |  |          |
|   |  |  |          |
|   | ii. Conflict checks such as Allergies and adverse reactions  |  |          |
|   | maintained across visits, Drug-drug, drug-food, drug-condition, and drug-lab, IV incompatibilities,                    |  |          |
|   | Contraindications, Duplicate medications, etc.   |  |          |
|   |  |  |          |
| 6 | c. Laboratory 5pnts  |  |          |
|   | Mandatory  |  |          |
|   | System should enable laboratory personnel efficiently  |  |          |
|   | and  |  |          |
|   | effectively perform their daily activities, while ensuring   |  |          |
|   | Availing staff access to workflow from placing an  |  |          |
|   | order  |  |          |
|   | to final reporting, including the ability to efficiently  2. Accurately identify Patients before performing bedside    |  |          |
|   | sample collection  |  |          |
|   | 3. Ability to access and manage queued orders  |  |          |
|   | 4. Efficiently enter and process specimens automatically   |  | 24       |
|   | and/or manually. (Equipment integration)   |  | <u>_</u> |
|   |  |  |          |

|   | 6 officiently perform quality control                       |   |    |
|---|---|---|----|
|   | 6. efficiently perform quality control.                     |   |    |
|   | 7. Access current and historical patient results.           |   |    |
|   | 8. Interfacing with lab analyzers                           |   |    |
|   | 9. Redo process from sample collection                      |   |    |
|   | 10. Status update   |   |    |
|   | 11. Prints with given standards                             |   |    |
|   | 12. Print queue process                                     |   |    |
|   | 13. staff ability to view information such as transcribed   |   |    |
|   | reports, current medications, and lab results.              |   |    |
|   | 14. Capture findings and perform coding.                    |   |    |
|   | 15. Access to PACs system.                                  |   |    |
|   | 16. Access and utilization of management reports with       |   |    |
|   | dynamic reporting capabilities.                             |   |    |
|   | 17. Dashboard for authorization                             |   |    |
|   | 18. Dashboard for TAT                                       |   |    |
|   |   | + |    |
|   | 19. Dashboard for work in progress                          | + |    |
|   | 20. Analysis dashboard based on parameters and tests        |   |    |
|   | Optional  |   |    |
|   | i. Avail Rules-based Logic, (ability for Laboratory         |   |    |
|   | personnel to define evaluation criteria).                   |   |    |
|   | ii. Track with ease patient infections.                     |   |    |
|   | iii. Automate the data handling needs of the pathology      |   |    |
|   | and   |   |    |
|   | cytology departments with advanced features for             |   |    |
|   | recording.  |   |    |
|   | iv. Electronically annotate on digital images and           |   |    |
|   | v. Easily track and manage pathology slides sent out.       |   |    |
|   | vi. Electronically sign out pathology cases.                |   |    |
|   | vii. Assess pathology findings through search and           |   |    |
|   | statistical routines, (search the anatomical pathology      |   |    |
|   | database to generate user-defined statistical reports).     |   |    |
|   | viii. Utilize voice recognition, incorporate images into    |   |    |
|   | reports, sign out cases with ease via electronic signature. |   |    |
|   |   |   |    |
|   | 3. ENTERPRISE RESOURCE PLANNING (ERP) 40points              |   |    |
| i | a. General Ledger 10pnts                                    |   |    |
|   | Mandatory   |   |    |
|   | Customize a chart of accounts and organizational            |   |    |
|   | hierarchy.  |   |    |
|   | 2. Provide users with access to their most commonly         | + |    |
|   | used  |   |    |
|   | 3. View real-time inquiries and drill down into financial   |   |    |
|   | transactions.   |   |    |
|   | 4. Allocate expenses and revenues and post journal          |   |    |
|   | entries.  |   |    |
|   | 5. Monitor, track, and manage system use through multi-     |   |    |
|   | level security.   |   |    |
|   | 6. Analyze financial data through comprehensive             |   |    |
|   | reporting capabilities.                                     |   | 25 |
|   | 7. Investigate general ledger data using business and       |   | 25 |
|   | clinical analytics.   |   | 1  |

| ii       | b. Cost Accounting 5points  |  |    |
|----------|---|--|----|
|          | <u>Mandatory</u>  |  |    |
|          | 1. Provide functionality to develop standard costs for all          |  |    |
|          | services down to the specific unit level.                           |  |    |
|          | 2. Efficiently analyze all costs (both standard and actual          |  |    |
|          | costs).   |  |    |
|          | 3. Calculate profitability to the specific procedures and           |  |    |
|          | services level.   |  |    |
|          | 4. Evaluate service lines using business and clinical               |  |    |
|          | analytics.  |  |    |
|          | 5. Analyze profitability at the departmental level.                 |  |    |
|          | 6. Assist to accurately plan and budget by department,              |  |    |
|          | using data already in system.                                       |  |    |
| iii      | c. Stock Management 5points   |  |    |
| •••      | Mandatory   |  |    |
|          |   |  |    |
|          | 1. Order and receive items with greater accuracy and efficiency.    |  |    |
|          | 2. Maintain sufficient supply levels across multiple user-          |  |    |
|          | defined inventories.  |  |    |
|          | 3. Review requisitions, purchase orders, and supplies               |  |    |
|          | through robust reporting.   |  |    |
|          | 4. Purchase and track orders with e-commerce.                       |  |    |
|          | 5. Manage equipment usage and maintenance.                          |  |    |
|          | 6. Evaluate supply chain data using business and clinical           |  |    |
|          | analytics.  |  |    |
|          | 7. Centralized access to all of their most commonly used            |  |    |
|          | routines.  8. Real-time reports on stock levels and item inquiries. |  |    |
|          | 9. Single screen review of purchase orders and their                |  |    |
|          | statuses.   |  |    |
|          | 10. Masters (generics, drugs, surgical items, categories,           |  |    |
|          | sub categories)   |  |    |
|          | 11. Supplier management   |  |    |
|          | 12. Location management (warehouses, sub stores,                    |  |    |
|          | departments, stock points, crash carts etc)                         |  |    |
|          | 13. Preparation of various warehouses for general items,            |  |    |
|          | drugs, assets, surgical items                                       |  |    |
|          | 14. Protocols for purchase, stocking, stock tracking and            |  |    |
|          | verifications, distribution, sales                                  |  |    |
|          | 15. Today transactions reports                                      |  |    |
| <u>.</u> | e. Budgeting and Forecasting 5points                                |  |    |
|          | Mandatory   |  |    |
|          | <u> </u>  |  |    |
|          | 1. Easily plan budgets using online worksheets or upload budgets.   |  |    |
|          | 2. Ability for budget planners to enter online notes in the         |  |    |
|          | form of free text and pre-formatted canned text to                  |  |    |
|          | explain   |  | 26 |
|          | 3. Manage the master budget on a single screen.                     |  |    |

|      | 4. Allow for controlled budget adjustments during   |  |    |
|------|---|--|----|
|      | restricted periods.   |  |    |
| vi   | f. Business and Clinical Analytics 5points  |  |    |
| V1   | Mandatory   |  |    |
|      | <u>Mandatory</u>  |  |    |
|      | 1. Avail executive-level dashboards.  |  |    |
|      | Avail standard dashboard content areas.   |  |    |
|      | 3. Ability to create personalized dashboard content (self-  |  |    |
|      | service).   |  |    |
|      | 4. Deliver multiple sets of updates simultaneously.   |  |    |
|      | 5. View network-wide as well as department-specific   |  |    |
|      | information.  |  |    |
|      |   |  |    |
| vii  | g. Fixed Assets 5points   |  |    |
|      | <u>Mandatory</u>  |  |    |
|      | 1. Define assets based on organizational policy.  |  |    |
|      | 2. Maintain asset tags/Codes as allocated   |  |    |
|      | 3. Manage assets throughout their useful life.  |  |    |
|      | 4. Schedule, manage, and analyze depreciation.  |  |    |
|      | 5. Report on assets and depreciation projections.   |  |    |
|      |   |  |    |
| viii | h. Cashier Module 5Points   |  |    |
|      | <u>Mandatory</u>  |  |    |
|      | 1. Manage both Outpatient and Inpatient categories.   |  |    |
|      | 2. Payment modes/details  |  |    |
|      | 3. Patient billing details  |  |    |
|      | 4. Sponsor conversions  |  |    |
|      | 5. Part bill generation   |  |    |
|      | 6. Multi sponsor billing  |  |    |
|      | 7. Multi-currency payment   |  |    |
|      | 8. User-defined billing cycles  |  |    |
|      | 9. Cash collection dashboards   |  |    |
|      | 10. Provide automatic posting of charges related to   |  |    |
|      | different services like bed charges, lab tests, medicines   |  |    |
|      | issued, consultant's fee, food, beverage and telephone  |  |    |
|      | charges etc. and also based on the sponsorship category.  |  |    |
| ix   | . FACILITY MANAGEMENT 10 points   |  |    |
| 4    | a. Top Management Reporting   |  |    |
|      | Mandatory   |  |    |
|      | Access to all SOP/Work instructions/Guidelines  |  |    |
|      | Access to all 30P/ work instructions/odidefines     Avail to management reporting capabilities on key |  |    |
|      | quality and performance metrics, and ability to simplify  |  |    |
|      | coding, billing, revenue and collection functions.  |  |    |
|      | 3. Provide management staff with full integration to core   |  |    |
|      | financial and reporting applications like accounts  |  |    |
|      | payable, general ledger, and business and clinical  |  | 27 |
|      | analytics, for unlimited power to view, track, analyze  |  |    |
|      | data  |  |    |

|   | 4. Generate compliance and mandated regulatory               |     |  |
|---|--|-----|--|
|   | reports  |     |  |
|   | 5. Allow management to proactively monitor physician         |     |  |
|   | and other staff performance.                                 |     |  |
|   | 6. Avail functionality to proactively monitor and manage     |     |  |
|   | populations based on live data.                              |     |  |
|   | <u>Optional</u>  |     |  |
|   | i. Advanced tools and analytic insights: - Support           |     |  |
|   | SPU care givers understand population with analytics         |     |  |
|   |  |     |  |
| × | 8. OTHER SOLUTIONS 10points                                  |     |  |
|   | a. Mobile App  |     |  |
|   | Mandatory  |     |  |
|   | 1. Efficient mobile application for doctors, patients, and   |     |  |
|   | the management   |     |  |
|   | 2. Allow the respective entities view vital information at   |     |  |
|   | any time, from anywhere.                                     |     |  |
|   | 3. Ensure that information is easily accessible and there is |     |  |
|   | no glitch in the decision-making process.                    |     |  |
|   | Total  | 100 |  |
|   |  |     |  |
|   |  |     |  |

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## SECTION III GENERAL CONDITIONS OF CONTRACT

#### 3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) "The contract" means the agreement entered into between SPU and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the tenderer under the Contract for the full

and proper performance of its contractual obligations.

- c) "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to SPU under the Contract.
- d) "SPU" means the organization sourcing for the services under this Contract.
- e) "The contractor means the individual or firm providing the services under this Contract. f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day
- 3.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

#### 3.3 Standards

3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the

Schedule of requirements

## 3.5 Patent Right's

The tenderer shall indemnify SPU against all third-party claims of infringement of patent, trademark, or industrial design tights arising from use of the services under the contract or any part thereof.

#### 3.6 Performance Security

Within twenty one (21) days of receipt of the notification of Contract award, the successful tenderer shall furnish to SPU the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 The proceeds of the performance security shall be payable to SPU as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely

convertible currency acceptable to SPU and shall be in the form of:

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

3.6.4 The performance security will be discharged by SPU and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

## 3.7 Inspections and Tests

3.7.1 SPU or its representative shall have the right to inspect and/or to test the services to confirm

their conformity to the Contract specifications. SPU shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s).

If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to SPU.

- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, SPU may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to SPU.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

#### 3.8 Payment

3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

#### 3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in SPU request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

#### 3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with SPU prior written consent.

#### 3.10 Termination for Default

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

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

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

## 3.12 Termination of insolvency

SPU may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to SPU.

#### 3.13 Termination for convenience

3.13.1 SPU by written notice sent to the contractor may terminate the contract in whole or in part,

at any time for its convenience. The notice of termination shall specify that the termination is for SPU convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination SPU may elect to cancel the services

and pay to the contractor on agreed amount for partially completed services.

## 3.14 Resolution of disputes

SPU and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

## 3.15 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

#### 3.16 Force Majeure

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

#### 3.17 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

#### 3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party

by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC. A notice shall be effective when delivered or on the notices effective date, whichever is later.

#### SECTION IV SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist SPU in providing contract specific information in relation to corresponding clauses in the general conditions of contract. The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of SPU and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

# SECTION IV SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Special conditions of contract with reference to the general conditions of contract.

| General conditions of contract reference | Special conditions of contract   |  |  |
|--|--|--|--|
| 3.6                                      | 10% of Total Contract Sum  |  |  |
| 3.8                                      | Specify method and conditions of   |  |  |
| 3.9                                      | performance No price adjustments allowed within 12 months  |  |  |
| 23.14                                    | All Disputes will be resolved by Public Procurement Administrative Review Board and High Court of Kenva only |  |  |
| 3.17                                     | Constitution of Kenya  |  |  |
| 3.18                                     | St. Paul's University Private Bag Limuru +254 728 669 000 Email: procurement@ spu.ac.ke                      |  |  |
| Other's as necessary                     | Complete as necessary  |  |  |

#### SECTION V - SCHEDULE OF REQUIREMENTS

Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by SPU and

shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to

prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is

provided.

In addition, the schedule of requirements, together with the price schedule, should serve as a bases in the

event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause

26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which SPU delivery obligations start (notice of award).

This part include deliverables under the contract.

| Number                 | Description | Quantity | Delivery Time |
|------------------------|-------------|----------|---------------|
|                        |             |          | Start         |
|                        |             |          | End           |
| Uptime                 |             |          |               |
| Service level contract |             |          |               |
| Implementation plan    |             |          |               |
| Training plan          |             |          |               |
| Upgrade plan           |             |          |               |
| Customization plan     |             |          |               |
| Local support          |             |          |               |

#### SECTION VI DESCRIPTION OF SERVICES

Notes for preparing technical specifications

A set of precise and clear description of the services required is a prerequisite for tenderers to respond realistically and competitively to requirements of SPU without qualifying their tenders, the specifications should require that all goods and services to be incorporated be new, and of the most recent improvements - in design and materials unless otherwise provided for in the contract. Samples of specifications from previous similar procurement are useful in their respect. Care must be taken in describing the services to ensure that they are not restrictive. In the description of services describing the services recognized national or international standards should be used as much as possible. Where other particular standards are used, the description should state the services that meet other authoritative standards and which ensure at least a substantially equal quality than other standards mentioned will also be acceptable.

SECTION VI - DESCRIPTION OF SERVICES

#### Modules

#### 1. PATIENT CARE AND COORDINATION

a. Electronic Health Record

### Mandatory

- 1. Electronic management of all Patients' records, (onboarding as well as management of Patients). Paper less operations. Centralize Registration Management. Scanning and linking external medical records to the SPU patient record. (integration with DICOM printer for film scanning?).
- 2. Manage mandatory fields for crucial patient information as per given Standards.
- 3. Alerts to prevent erroneous data entry
- 4. Advanced multi-criteria search for registered patients
- 5. Ability to generate wrist band with patient details for ease of patient identification
- 6. Provision for recording sponsor, insurance and medical tourism details
- 7. Accurately Identify Patients, (Registration data for identification to include: Biometrics, Patients number, DOB, Phone number, Huduma number, ID number, Patients Photo).
- 8. Capture accurate data to ensure timely service offering
- 9. Manage appointment and insurance information
- 10. Communicate via System-Wide Messaging. (can we incorporate customer notifications/messaging for efficient services)
- 11. Avail access to real-time updated patient records always.
- 12. Ensure security of patient records and access by staff based on assigned rights.
- 13. Allow caregivers ability to review patient information quickly (both current and past)

#### Optional

- i. Customize patient types, questionnaires, and workflow.
- ii. Queue/Ticketing management system integrated to the HMIS. Ability to queue patient directly to

the service point. (Not all visits require to move to triage).

- iii. Ability to develop family tree with time as data is collected for family members.
- iv. Incorporate color coding and alerts for abnormal results for all results (outside range) and allow

### for prioritization

v. Allow exchange information in real-time between care settings for information such as: - allergies,

current medications, problem lists, advanced directives, immunizations, visit history, discharge summaries.

b. Patient Care

#### Mandatory

 Complete Real-time documentation and equipment integration to the HMIS at the Point of Care.

(Easily document care).

- 2. Ease caregiver engagement with Patients.
- 3. Comprehensive charts to monitor the patient's condition
- 4. Confirm location of the patient and to notify ancillary departments such as dietary
- 5. Communicating with departments such as housekeeping, maintenance, security, etc
- 6. Procedure notes
- 7. Nursing notes
- 8. Monitor Patient Populations.
- Dashboards for patients activity/sponsor activity
- 10. Dashboards for user activity
- 11. Dashboard for advances/payments/refunds etc

#### Optional

- i. A ticketing system integrated with HMIS for efficient service offering and for patient comfort
- ii. Manage Workflow with easy to manage Patient Status Boards and Worklists (Queue management).
- iii. Ability to prioritize workload with patient lists
- iv. Access patient data with chart views
- v. Assist staff to safely administer Medications, blood products and other services
- c. Information Desk Module

#### Mandatory

- 1. Patient enquiry
- 2. Appointments enquiry
- 3. Investigation appointment enquiry
- 4. Consultants enquiry
- 5. Investigation enquiry
- 6. In-patient enquiry 37
- 7. Tariff information
- 8. Packages information

- 9. Estimates
- 10. Visitor pass management
- d. Labor and Delivery

#### Mandatory

- Avail to labor and delivery care team access to one complete patient record at their fingertips during a patient's perinatal, labor, delivery, and inpatient maternity stay.
- 2. Allow care team ability to closely monitor the mother and baby trends and document labor progression on a single screen
- 3. Ability to prioritize labor and delivery Patients efficiently
- 4. Functionality to document labor and delivery care
- 5. Manage labor and delivery surgical services
- 6. Facilitate postpartum mother and newborn documentation
- 7. Registration of birth data for a newborn
- 8. Registration of family relationships
- 9. Providing statistical information
- 10. Enable SPU to experience full patient engagement

#### Optional

i. Ability to concurrently view mother and baby information from the one board, and recall mother's

information into the baby's record.

e. Order Management

### Mandatory

 Allow care providers ability to electronically place and/or amend patient orders for procedures,

tests, medications, iv fluids, consults, referrals, medical equipment, etc.

- 2. Ability to instantly compile and evaluate order statistics and reports
- 3. Processing orders in real time to the respective departments
- 4. Managing the billing process
- 5. Managing the payments done by third parties
- 6. Bed and ward allocation and transfer
- 7. E-prescribing of the medications
- 8. Final billing and settlements
- 9. Clinical packages management

#### Optional

- i. Functionality to prevent medication errors with decision support
- f. Pharmacy

# Mandatory

- 1. Ability to verifying patient prescription.
- 2. Managing drug inventory. Provides a comprehensive online list of available drugs for the doctors

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- 3. Displays alternative drugs for the non-available drugs
- 4. Supports interfacing with drug databases
- 5. The ABC, VED classification of medicines
- 6. Auto-generation of alerts when minimum stock levels are reached
- 7. Online requisition for stock order from the main store
- 8. Provision to manage consignment items
- 9. Drug allergy alerts

- 10. compiling reports and statistics.
- 11. Allow processing all patient and order types, such as inpatient or outpatient orders, nursing, home Patients, and IV and oral medications. All supplies from the pharmacy have the patient information with instructions printed on prescription label as per doctors' instructions.
- 12. Allow access lab results associated with medications being ordered or reviewed.
- 13. Control Inventory across the Enterprise, bar coding for all items. Store to pharmacy and to patient using barcode. Nurse stock based on Patients under care, managed daily. Manage and facilitate existence of inpatient pharmacy.

### **Optional**

i. Document clinical interventions, adverse reactions, and progress notes all within the single order

processing area.

ii. Conflict checks such as Allergies and adverse reactions maintained across visits, Drug-drug, drug-

food, drug-condition, and drug-lab, IV incompatibilities, Contraindications, Duplicate medications,

etc.

g. Laboratory

#### **Mandatory**

System should enable laboratory personnel efficiently and effectively perform their daily activities.

while ensuring safe, quality care for their Patients by: -

1. Availing staff access to workflow from ordering through final reporting, including the ability to

efficiently process patient orders,

- 2. Accurately identify Patients before performing bedside sample collection
- 3. Ability to access and manage queued orders
- 4. Efficiently enter and process specimens automatically and/or manually. (Equipment integration)
- 5. flag abnormal test results.
- 6. efficiently perform quality control.
- 7. Access current and historical patient results.
- 8. Interfacing with lab analyzers
- 9. Redo process from sample collection
- 10. Status update
- 11. Prints with given standards
- 12. Print queue process
- 13. staff ability to view information such as transcribed reports, current medications, and lab results.
- 14. Capture findings and perform coding.
- 15. Access to PACs system.
- 16. Access and utilization of management reports with dynamic reporting capabilities.
- 17. Dashboard for authorization
- 18. Dashboard for TAT
- 19. Dashboard for work in progress

20. Analysis dashboard based on parameters and tests

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**Optional** 

- i. Avail Rules-based Logic, (ability for Laboratory personnel to define evaluation criteria).
- ii. Track with ease patient infections.
- iii. Automate the data handling needs of the pathology and cytology departments with advanced

features for recording, storing, coding, searching, and reporting pathology cases for integration across the care continuum.

- iv. Electronically annotate on digital images and drawings.
- v. Easily track and manage pathology slides sent out.
- vi. Electronically sign out pathology cases.
- vii. Assess pathology findings through search and statistical routines, (search the anatomical pathology database to generate user-defined statistical reports).
- viii. Utilize voice recognition, incorporate images into reports, sign out cases with ease via electronic

signature.

# h. ENTERPRISE RESOURCE PLANNING (ERP)

a. General Ledger

# Mandatory

- 1. Customize a chart of accounts and organizational hierarchy.
- 2. Provide users with access to their most commonly used routines from a single screen.
- 3. View real-time inquiries and drill down into financial transactions.
- 4. Allocate expenses and revenues and post journal entries.
- 5. Monitor, track, and manage system use through multi-level security.
- 6. Analyze financial data through comprehensive reporting capabilities.
- 7. Investigate general ledger data using business and clinical analytics.
- b. Cost Accounting

#### Mandatory

- 1. Provide functionality to develop standard costs for all services down to the specific unit level.
- 2. Efficiently analyze all costs (both standard and actual costs).
- 3. Calculate profitability to the specific procedures and services level.
- 4. Evaluate service lines using business and clinical analytics.
- 5. Analyze profitability at the departmental level.
- 6. Assist to accurately plan and budget by department, using data already in system.
- c. Stock Management

# **Mandatory**

1. Order and receive items with greater accuracy and efficiency.

- 2. Maintain sufficient supply levels across multiple user-defined inventories.
- 3. Review requisitions, purchase orders, and supplies through robust reporting.
- 4. Purchase and track orders with e-commerce.
- 5. Manage equipment usage and maintenance.
- 6. Evaluate supply chain data using business and clinical analytics.
- 7. Centralized access to all of their most commonly used routines.
- 8. Real-time reports on stock levels and item inquiries.
- Single screen review of purchase orders and their statuses.
- 10. Masters (generics, drugs, surgical items, categories, sub categories)
- 11. Supplier management
- 12. Location management (warehouses, sub stores, departments, stock points, crash carts etc)
- 13. Preparation of various warehouses for general items, drugs, assets, surgical items
- 14. Protocols for purchase, stocking, stock tracking and verifications, distribution, sales
- 15. Today transactions reports
- d. Accounts Payable

#### Mandatory

- 1. Effectively manage invoices.
- 2. Process payment schedules.
- 3. Controlled management of cheques.
- 4. Report on invoices, bank accounts, cheques, and vendors.
- e. Budgeting and Forecasting

### Mandatory

- 1. Easily plan budgets using online worksheets or upload budgets.
- 2. Ability for budget planners to enter online notes in the form of free text and pre-formatted canned text to explain budget numbers.
- 3. Manage the master budget on a single screen.
- 4. Allow for controlled budget adjustments during restricted periods.
- f. Business and Clinical Analytics

# Mandatory

- Avail executive-level dashboards.
- Avail standard dashboard content areas.
- 3. Ability to create personalized dashboard content (self-service).
- 4. Deliver multiple sets of updates simultaneously.
- 5. View network-wide as well as department-specific information.
- g. Fixed Assets

#### Mandatory

- 1. Define assets based on organizational policy.
- Maintain asset tags/Codes as allocated

- 3. Manage assets throughout their useful life.
- 4. Schedule, manage, and analyze depreciation.
- 5. Report on assets and depreciation projections.
- h. Cashier Module

#### Mandatory

- Manage both Outpatient and Inpatient categories.
- Payment modes/details
- 3. Patient billing details
- 4. Sponsor conversions
- 5. Part bill generation
- 6. Multi sponsor billing
- 7. Multi-currency payment
- 8. User-defined billing cycles
- 9. Cash collection dashboards
- 10. Provide automatic posting of charges related to different services like bed charges, lab tests, medicines issued, consultant's fee, food, beverage and telephone charges etc. and also based on the sponsorship category.
- 4. PATIENT & STAKEHOLDER MANAGEMENT AND FINANCIALS
- a. Patient Accounting

### Mandatory

- 1. Ability to establish consistent charge rates across the organization. (all charges at SPU to be at the patient level).
- 2. Determine expected reimbursement
- 3. Follow up on collections to write-offs.
- 4. Proactively monitor performance.
- 5. Seamlessly view all of the guarantor's patient accounts from a consolidated financial summary

screen.

6. Post transactions, payments, or charges, and obtain approval for adjustments and refunds.

#### **Optional**

- i. Reduce the likelihood of denied claims through conflict checking.
- ii. Generate multiple bill types, one statement, claim forms, and track remittances.
- iii. Track, analyze, and prevent denials.
- iv. Deliver further intelligence on revenue cycle data using business and clinical analytics.
- v. Access an Account Summary to preview essential account information, such as: registration type,
- service, account type, financial class, account status, unbilled charges, and AR balance.
- vi. Add top priority accounts, such as high balance accounts, to a Watch List for close monitoring.
- vii. Obtain visit-specific insurance information as well as all historical insurances.
- viii. Preview a bill with different proration rules and review details from a previous bill.
- ix. View the online claim image and edit the header, footer, and details of paper or electronic claims.
- x. Seamlessly transition between a summary and EDI view for claim remittance data.

xi. Review a color-coded timeline of automated collection events depicting when all account activities

should occur.

b. Dietary Module/Catering Module

#### Mandatory

- 1. Allows the user to create the food items groups and food items available in the hospital kitchen
- 2. Captures the calorie count as well as the nutritional information of all food items
- 3. Facilitates capturing of recipes that are made up of food items or other recipes and their proportionate quantities. The steps for preparation can also be mentioned
- 4. Charts for maintaining the nutritive information of different food stuffs
- 5. Creation of a meal plan for the kitchen by the dietician in the system for breakfast, lunch and dinner for any given period of time as per the requirements of patients
- 6. Generates an order for the kitchen providing a list of items to be prepared for each day, based

on the requirements of the patient

#### PATIENT SELF SERVICE

(Entire module can be negotiated for delivery within year 1)

a. Patient Self Service and Consumer Health Portal

### **Optional**

- i. Grant Patients access to valuable health information online.
- ii. Enable Patients and their authorized healthcare representatives to manage a wide range of health

data from a single portal from wherever they are and at their convenience.

iii. Allow Patients to send messages to and receive messages from SPU, access a Health Summary, review pieces of their health information — such as allergies, conditions, medications,

results, and reports, track Patient Generated Health Data

- iv. Enable registered Patient to request or directly book appointments at their convenience
- v. Allow Patients to pay bills online and conveniently as well as receive statements on email.
- vi. Allow options for Patients to confirm, reschedule or cancel appointments.
- vii. Allowing Patients to utilize full portal functionality on smartphones and tablets Securely, as well

as online securely.

- viii. Allows Patient to generated Health Data on their mobile gadgets.
- ix. Incorporate color coding and alerts for abnormal results for all results (outside range)
- b. Patient Discharge Instructions

#### Mandatory

i. Avail functionality that allows Patients and their families to benefit from easy-to-understand, and

medically accurate aftercare online information and Q&A.

ii. Allow Care to incorporated the most advanced patient instructions into the discharge packet and

printed, without the need to access a separate system.

\_\_\_\_

- iii. Management of final or interim payment at discharge by patient and/or family.
- 7. FACILITY MANAGEMENT

# a. Top Management Reporting

#### Mandatory

- 1. Access to all SOP/Work instructions/Guidelines
- 2. Avail to management reporting capabilities on key quality and performance metrics, and ability
- to simplify coding, billing, revenue and collection functions.
- 3. Provide management staff with full integration to core financial and reporting applications like

accounts payable, general ledger, and business and clinical analytics, for unlimited power to view.

track, analyze data, customize reports and generate reports.

- 4. Generate compliance and mandated regulatory reports and reports for other health organizations.
- 5. Allow management to proactively monitor physician and other staff performance.
- 6. Avail functionality to proactively monitor and manage populations based on live data.

#### Optional

- i. Advanced tools and analytic insights: Support SPU care givers understand population with analytics
- b. Department Level Reporting

### **Mandatory**

- 1. Give physicians access to daily schedules, workloads, personal to-do lists, and quick links.
- 2. Avail to management reporting capabilities on key quality and performance metrics, and ability
- to simplify coding, billing, revenue and collection functions.
- 3. Access to all SOP/Work instructions/Guidelines

#### **Optional**

i. Simplify office-to-patient communications such as appointment reminders, options for patients to

confirm, reschedule or cancel appointments.

- ii. To optimize usability, develop and avail a library of clinical content with pre-loaded with registries, including content for managing some conditions such as diabetes, hypertension, heart failure, asthma, etc.
- 8. Other Solutions
- a. Mobile App

#### Mandatory

- 1. Efficient mobile application for doctors, patients, and the management
- 2. Allow the respective entities view vital information at any time, from anywhere.
- 3. Ensure that information is easily accessible and there is no glitch in the decision-making process.

#### SECTION VII- STANDARD FORMS

Notes on standard forms

- 1. The tenderer shall complete and submit with its tender the form of tender and price schedules
- pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
- 2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the
- tender security, either in the form included herein or in another form acceptable to SPU pursuant to instructions to tenderers clause 12.3
- 3. The contract form, the price schedules and the schedule of requirements shall be deemed to form
- part of the contract and should be modifies accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and SPU in accordance with the instructions to tenderers or general conditions of contract.
- 4. The performance security and bank guarantee for advance payment forms should not be completed
- by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the
- forms indicated herein or in another form acceptable to SPU and pursuant to the conditions of contract.
- 5. The principal's or manufacturer's authorization form should be completed by the principal or the
- manufacturer, as appropriate in accordance with the tender documents.

# SECTION VI - STANDARD FORMS

- 1. Form of tender
- 2. Price schedules
- 3. Contract form
- 4. Confidential Questionnaire form
- 5. Tender security form
- 6. Performance security form
- 7. Bank guarantee for advance payment
- 8. Declaration form

# 1. FORM OF TENDER

St. Paul's University Private Bag Limuru

Tender No: SPU/TNDR/G/012/HMIS/2024-2025

Duly authorized to sign tender for and on behalf of

Tender Name: SUPPLY, IMPLEMENTATION AND SUPPORT OF HOSPITAL MANAGEMENT

INFORMATION SYSTEM FOR ST. PAUL'S UNIVERSITY HOSPITAL

Gentlemen and/or Ladies:-

| 1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Hospital Management Information System under this tender in conformity with the said Tender document for the sum of Ksh:[Total Tender amount in words] |
|--|
| or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.   |
| 2. We undertake, if our Tender is accepted, to provide the Hospital Management Information System in accordance with the conditions of the tender.   |
| 3. We agree to abide by this Tender for a period of[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.  |
| 4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.   |
| 5. We understand that you are not bound to accept the lowest or any tender you may receive.  |
| Dated this day of  |
| [Signature] [In the capacity of]   |

# PRICE SCHEDULE OF SERVICES

Name of Tenderer Tender Number . Page

| 1    | 2           | 3                  | 4        | 5             | 6                                    | 7   |
|------|-------------|--------------------|----------|---------------|--------------------------------------|---|
| Item | Description | Quantity & quality | Duration | Unit<br>Price | Total Price EXW per item (cols. 4x5) | Unit Price of other incidental services payable |
|      |             |                    |          |               |                                      |   |

of

Signature of tenderer \_\_\_\_\_ Note: In case of discrepancy between unit price and total, the unit price shall prevail.

| CONTRACT FORM  THIS AGREEMENT made theday of20between  |
|--|
| NOW THIS AGREEMENT WITNESSES AS FOLLOWS:   |
| 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned   |
| to them in the Conditions of Contract referred to.  2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:  |
| <ul> <li>a. the Tender Form and the Price Schedule submitted by the tenderer;</li> <li>b. the Details of cover</li> <li>c. the General Conditions of Contract</li> <li>d. the Special Conditions of Contract</li> <li>e. SPU Notification of Award.</li> </ul>                     |
| 3. In consideration of the payments to be made by SPU to the tenderer as hereinafter mentioned,  |
| the tenderer hereby covenants with SPU to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract  4. SPU hereby covenants to pay the tenderer in consideration of the provision of the materials and     |
| spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.  |
| IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.  Signed, sealed, delivered by the (for SPU ) Signed, sealed, delivered by the (for the tenderer) in the presence of |

# CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

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

# Part 1: General:

| 1.1: Bu       | ısiness Name  |
|---------------|---|
| 1.2: Lo       | ocation of business premises  |
| 1.3: Pl       | ot No   |
| 1.4: St       | reet/Road   |
| 1.5: Po       | ostal Address   |
| 1.6: O        | office Tel. No.   |
| 1.7: <i>№</i> | 1obile:   |
| 1.8: Fa       | ax No:  |
|               | nail Address:   |
| 1.10: N       | lature of business:   |
| 1 11· R       | egistration Certificate No  |
|               | Maximum value of business which you can handle at any one time Kshs |
| 1 10 N        |   |
| 1.13: N       | lame of your bankers Branch Branch                                  |
| Part 2(       | <u>a) - Sole Proprietor:</u>  |
| 2a.1: \       | Your name in full   |
|               | nality  |
|               | Citizenship details   |

#### 2b.1: Give details of partners as follows 2b.2: Name Nationality Citizenship Details Shares 1. ..... ..... ..... ...... 2. ..... ..... ..... ..... 3. ...... ..... ..... ..... 4. ..... ..... ..... 5. ..... ...... Part 2(c) - Registered Company: 2c.1: Private or public ..... 2c.2: State the nominal and issued capital of the company -Give details of all directors as follows Name Nationality 1. ..... 2. ...... ...... 3. ..... 4. ..... 5. ..... Citizenship Details Shares

Party 2(b) - Partnership

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.....

| Part 3 - Eligibility Status  |
|--|
| 3.1 Are you related to an Employee who works in the Finance or Procurement Departments, or,  |
| is a   |
| member of the SPU Board?   |
| Yes No:  |
| <ul><li>3.2: If answer in '3.1' is YES give the relationship:</li></ul>  |
| 3.4: If answer in '3.3' above is YES give details  |
|  |
| 3.5: Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by SPU to provide consulting services for preparation of design, specifications and other documents to be used for procurement or the goods or services under this invitation? Yes |
| 3.6: If answer in '3.5' above is YES give details  |
|  |
| 3.7: Are you under a declaration of ineligibility for corrupt and fraudulent practices?  Yes   |
| 5.0. If allower in 5.7 above is 125 give actains   |
| 3.9: Have you offered or given anything of value to influence the procurement process?  Yes  |
|  |
|  |
| I DECLARE that the information given on this form is correct to the best of my knowledge and belief. Date: Signature of Candidate:   |
| If a Kenyan Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.  |

| TENDER SECURITY FORM (N/A)  Whereas(hereinafter called <the tenderer=""> has submitted its bid  [name of Bidder]</the>   |
|--|
| datedfor the Supply, Implementation and Support of Hospital Management Information System and Enterprise Resource Planning for St. Paul's University (hereinafter called <the [date="" bid]<="" of="" submission="" td="" tender?=""></the>  |
| KNOW ALL PEOPLE by these presents that WE  |
| our registered office at   |
| SPU, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this   |
| <ol> <li>If the tenderer withdraws its tender during the period of tender validity specified by SPU<br/>on the Form;</li> </ol>  |
| 2. If the tender, having been notified of the acceptance of its tender by SPU during the period of tender validity   |
| fails or refuses to execute the Contract Form, if required; or   |
| fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.  |
| We undertake to pay to SPU up to the above amount upon receipt of its first written demand, without The Hospital having to substantiate its demand, provided that in its demand The Hospital will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred |
| condition(s) This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above stated date.  |
| Signature: Date: Official Stamp:   |

| PERFORMANCE SECURITY FORM   |
|---|
| To:   |
| WHEREAS[name of tenderer]   |
| (hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. [reference]  |
| number of the contract] dated20to Supply, Implementation and Support of Hospital Management Information System and Enterprise Resource Planning for St. Paul's University   |
| [Description services] (Hereinafter called "the contract") AND WHEREAS it bas been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract. |
| AND WHEREAS we have agreed to give the tenderer a guarantee:  |
| THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of   |
| and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of  |
| Guarantors  |
| [name of bank or financial institution]   |
| [address]   |
|   |

# OATHS AND STATUTORY DECLARATION FORM

PUBLIC OF KENYA OF KENYA
IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15 OF THE LAWS
OF KENYA AND IN THE MATTER OF THE PUBLIC PROCUREMENT AND
ASSET DISPOSAL ACT NO. 33 OF 2015

| I of P.O BoxBeing a resident of in the Republic of Kenya do hereby make oath and state as follows:-  |
|--|
| 1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of   |
| 2. THAT the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of SPU, which is the procuring entity. |
| the board, Management, Stan anafor employees anafor agents of 51 0, which is the procuring entity.   |
| 3. THAT the aforesaid Candidate, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of SPU.                 |
| 4. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.   |
| SWORN at   |
| Director/}   |
| Data da al Office /Disc dans 3   |
| Principal Officer/Director }   |
| On this day of   |
| }  |
| } DEPONENT   |
| Before me } } } }  |
| Commissioner for Oaths }   |