



Open National Tender (ONT)

Government of Kenya,
Ministry of Health
Nairobi/Kenya

Tender Document

For the

Supply and Delivery of Monitoring Software System

IFT No.: KEMSA/GOK/CPF/MAL-17/18-ONT-002

Tender Closing Date: 8th December, 2017

Time: 10.00 a.m. (Nairobi Local Time)

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INVITATION TO TENDER (ITT)

Open National Tender (ONT)

GOVERNMENT OF KENYA COUNTERPART FUNDING

IFT N^o.: KEMSA/GOK/CPF/MAL-17/18-ONT-002

Supply and Delivery of Monitoring Software System

Date: 9th November, 2017

1. The Government of Kenya has set aside funds being Counterpart Funding against the Global Fund Program in Kenya and it intends to use part of the funds for payments for contract (s) for the **Supply and Delivery of Monitoring Software System**.
2. The Kenya Medical Supplies Authority (KEMSA) on behalf of the Government of Kenya, Ministry of Health herewith invites sealed tender (s) for **Supply and Delivery of Monitoring Software System**.
3. This Tender will be conducted through the **Open National Tender (ONT)** procedure specified in the Government of Kenya (GOK), The Public Procurement and Asset Disposals Act, 2015.
4. Interested eligible bidders may obtain further information from KEMSA office and inspect the bidding documents at the address given below, **Mondays to Fridays between 0900hrs to 1600hrs** except on public Holidays **or** download at the **IFMIS Supplier portal** <http://supplier.treasury.go.ke>. Documents downloaded are free of charge and bidders are advised to register their bid documents at the procurement office or via email at procurement.programs@kemsaco.ke (**Refer to registration form in the tender document**).
5. A complete set of bidding documents in English (hardcopy) may be purchased by eligible bidders on the submission of **a written application** to the address below and upon payment of a non-refundable/non-transferable **fee of 13 US Dollars or 1,000 Kenya Shillings**. The method of payment will be by Cash, Bankers cheque or direct deposit to the specified **account no 01141217405100 for KES or 02120217405100 for USD to Co-operative Bank, Enterprise Road Branch, Nairobi, Kenya, Swift: KCOOKENA**.
6. Completed serialized/paginated Bidding Documents; One original and a copy in plain sealed envelopes clearly marked on top with the Tender Number and Description and accompanied by a Bid Security of an amount **KES 175,000.00** or equivalent in a freely convertible currency from Commercial Banks or Insurance Companies (Approved by Public Procurement Oversight Authority) and must be delivered to the address below on or **before 10:00 AM on, 8th December, 2017** and Tenders must be deposited at **KEMSA Tender Box 2 for Global Fund Tenders at KEMSA, Main Reception**. Bulky tenders can be handed over to KEMSA Procurement Director's Office for registration and safe keeping till the tender opening date. Tenders will be opened promptly in public and in the presence of the Tenderers' representatives who choose to attend.
7. Late bids, portion of bids, Electronic bids shall NOT be accepted for evaluation irrespective of circumstances.

Address for information on/collection of the Tender Document and Tender Opening venue.

Kenya Medical Supplies Authority (KEMSA) 13 Commercial Street, Industrial Area

P. O. Box 47715-00100 Nairobi, Kenya; Tel: (+254) 20-392 20 00

E-mail: procurement.programs@kemsaco.ke

Kenya Medical Supplies Authority reserves the right to accept or reject any or all bids without incurring liability to the affected tenderers.

REGISTRATION FORM FOR ONLINE TENDERES/BIDDERS/SUPPLIERS

Tender No.: KEMSA/GOK/CPF/MAL-17/18-ONT-002

Tender Description: Supply and Delivery of Monitoring Software System

NOTE: Please provide your details below for purposes of communication in case you download this tender document from IFMIS or KEMSA website.

Name of the firm:

Postal Address:

Telephone Contacts:

Company email address:

Contact Person:

Once completed please submit this form to the email below;

procurement.programs@kemsa.co.ke

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. KEMSA's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by KEMSA 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. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and KEMSA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 There shall be no price to be charged for the tender document.
- 2.2.3 KEMSA shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Technical Specifications
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form
- 2.3.2. 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.

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify KEMSA in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders.

KEMSA will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by KEMSA. 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 who have received the tender documents”

2.4.2. KEMSA 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

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of tenders, KEMSA, 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 issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, KEMSA, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and KEMSA, shall be written in English language. 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

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with 2.8,2. 9, 2.10 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by KEMSA within 30 days of receiving the request.

2.10 Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

- 2.11.1 Pursuant to Clause 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.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to KEMSA's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount of **KES 175,000.00**.
- 2.12.3 The tender security is required to protect KEMSA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8
- 2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
 - b) Cash.
 - c) Such insurance guarantee approved by the Public Procurement Regulatory Authority.
 - d) Letter of credit
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.4 will be rejected by KEMSA as non-responsive, pursuant to paragraph 2.20.
- 2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by KEMSA.

2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by KEMSA on the Tender Form; or
- (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.26 or
 - (ii) to furnish performance security in accordance with paragraph 2.27
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by KEMSA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KEMSA as non-responsive.

2.13.2 In exceptional circumstances, KEMSA 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 2.12 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.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare one "ORIGINAL TENDER" as appropriate.

2.14.2 The original 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. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 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.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original tender in an envelope, duly marking the envelope as "ORIGINAL". And shall:

- (a) be addressed to KEMSA at the address given in the invitation to tender
- (b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE date of the tender closing/opening."

2.15.2 The envelope shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.15.3 If the envelope is not sealed and marked as required by paragraph 2.15.1, KEMSA will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by KEMSA at the address specified under paragraph 2.15.1 no later than **date of the tender closing/opening**.
- 2.16.2 KEMSA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of KEMSA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by KEMSA as provided for in the appendix.

2.17 Modification and withdrawal of tenders;

- 2.17.1 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 tender's is received by KEMSA prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.8.
- 2.17.5 KEMSA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 KEMSA 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.

2.18 Opening of Tenders

- 2.18.1 KEMSA will open all tenders in the presence of tenderers representatives who choose to attend on the date of tender closing/opening and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as KEMSA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 KEMSA will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders KEMSA 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 shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence KEMSA in KEMSA's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 KEMSA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 KEMSA may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 22, KEMSA 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. KEMSA's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by KEMSA and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

- 2.21.1 Where other currencies are used, KEMSA will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

- 2.22.1 KEMSA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 KEMSA's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
- (a) operational plan proposed in the tender;
 - (b) deviations in payment schedule from that specified in the Special Conditions of Contract;
- 2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

- (a) Operational Plan.

KEMSA requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than KEMSA's required delivery time will be treated as non-responsive and rejected.

- (b) Deviation in payment schedule.

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender

price they wish to offer for such alternative payment schedule. KEMSA may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following: -

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23. Contacting KEMSA

2.23.1 Subject to paragraph 2.19, no tenderer shall contact KEMSA on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence KEMSA in its decisions on tender evaluation, tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, KEMSA 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.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as KEMSA deems necessary and appropriate.

2.24.3 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 KEMSA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.4 Subject to paragraph 2.22 KEMSA will award the contract to the successful tenderer 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.

2.24.5 KEMSA 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 KEMSA's action. If KEMSA determines that none of the tenderers is responsive; KEMSA shall notify each tenderer who submitted a tender.

2.24.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, KEMSA will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and KEMSA pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, KEMSA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as KEMSA notifies the successful tenderer that its tender has been accepted, KEMSA will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KEMSA.

2.26.3 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 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from KEMSA, 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 KEMSA.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event KEMSA may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 KEMSA requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 KEMSA 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;

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in Public Procurement in Kenya.

SECTION III: APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of Software shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1	Particulars of eligible tenderers for National Open Tender; Firms registered in Kenya.
2.2.2	Price to be charged for tender documents: KES 1,000.00 and free of charge for the download document.
2.10	Particulars of other currencies allowed. None
2.11	Particulars of eligibility and qualifications documents of evidence required as per evaluation criteria indicated below
2.12.2	Particulars of tender security; KES 175,000.00, the tender validity period is 120 days from the date of closing the tender/opening.
2.12.4	Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by The Public Procurement Regulatory Authority (PPRA)
2.13	Validity of Tenders: Tenders Shall remain valid for 90 days after date of tender opening/closing
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the Director of Procurement Office for safe keep.
2.22	The evaluation criteria as provided in the tender document

SECTION III – GENERAL CONDITIONS OF CONTRACT

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SECTION IV – 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 KEMSA 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 KEMSA under the Contract.
- d) “KEMSA” 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

- 3.2.1 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

3.4 Patent Right's

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

3.5 Performance Security

- 3.5.1 Within twenty-one (21) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KEMSA the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 The proceeds of the performance security shall be payable to KEMSA as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to KEMSA and shall be in the form of a bank guarantee.

- 3.5.4 The performance security will be discharged by KEMSA 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.

3.6 Inspections and Tests

- 3.6.1 KEMSA or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. KEMSA shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 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 KEMSA.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, KEMSA 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 KEMSA.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

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

3.8 Prices

- 3.8.1 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 KEMSA's 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.

3.9 Assignment

- 3.9.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with KEMSA's prior written consent.

3.10 Termination for Default

- 3.10.1 KEMSA 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 KEMSA.

- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of KEMSA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.10.2 In the event KEMSA 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 KEMSA for any excess costs for such similar services.

3.11 Termination of insolvency

3.11.1 KEMSA 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 KEMSA.

3.12 Termination for convenience

3.13.1 KEMSA 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 KEMSA 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 KEMSA may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.13 Resolution of disputes

3.13.1 KEMSA's 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.

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

3.14 Governing Language

3.14.1 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.

3.15 Force Majeure

3.15.1 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.

3.16 Applicable Law.

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

3.17 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

3.17.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION V – 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
3.5	Specify performance security if applicable: 10%
3.7	Specify method Payments. 30 days after invoicing and after delivery and issuance of Certificate of Completion.
3.8	Specify price adjustments allowed. None
3.14	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya
3.16	Specify applicable law. Laws of Kenya Indicate addresses of both parties. KENYA MEDICAL SUPPLIES AUTHORITY 13 Commercial Street, Industrial Area
Other's as necessary	Complete as necessary

SECTION VI – SCHEDULE OF REQUIREMENTS

6.1 Price Schedule

6.2 Schedule of requirement

6.1: Price Schedule

IFT No.: KEMSA/GOK/CPF/MAL-17/18-ONT-002

Supply and Delivery of Monitoring Software System

No.	Description of Goods	Quantity	Unit Cost	Total Cost
1.	QA of diagnosis Monitoring Software and hoisting	1		

Total Amount (In figure)	
In word	

The prices should be inclusive of all taxes.

Bidder Name	Date	Signature

6.1 Schedule of requirement

IFT No.: KEMSA/GOK/CPF/MAL-17/18-ONT-002

Supply and Delivery of Monitoring Software System

No.	Description of Goods	Quantity	Delivery Schedule
1.	QA of diagnosis Monitoring Software and hoisting	1	

Bidder Name	Date	Signature

SECTION VII – TECHNICAL SPECIFICATIONS

DEVELOPMENT OF A QUALITY ASSURANCE INFORMATION MANAGEMENT (QAIM) SYSTEM FOR NATIONAL MALARIA CONTROL PROGRAM (NMCP)

1. TECHNICAL SPECIFICATIONS

1.1. General information to Vendors

1.1.1. This section describes the requirements for each functional area of the Quality Assurance Information Management system for NMCP. Interested vendors and software dealers will be required to submit a detailed proposal for the products they intend to supply.

1.1.2. Vendors must indicate on the specifications sheets whether the solution offered complies with each specific functional requirement. Responses to the functional requirements should be completed to identify the capability of the software, the scope of the implementation plus if the requirement will be included under the scope of any proposed support agreement.

1.1.3. All the dimensions and capacities of the solution to be supplied shall not be less than those required in these specifications. Deviations from the requirements, if any, shall be explained in detail in writing by the vendor. NMCP reserves the right to reject the tender, if such deviations shall be found critical to the use and operation of the system.

1.2. Summary of Technical Requirements

It is expected that the proposed QAIM System will either replace or provide integration to all or most of the key existing systems. Further, the System should deliver the following:

1.2.1. Allow NMCP to properly execute and monitor all its functions in line with its strategies.

1.2.2. Support centralized corporate resource functions and shared services.

1.2.3. A tested, user friendly, and multi-user package which is appropriately sized for NMCP. This will also include a system that has capacity to recognize the scale of operations, technical skills, and can manage infrastructure and resource optimally.

1.2.4. A system that can be independently managed by NMCP within the shortest time possible from the time of implementation.

1.2.5. A system with capability of automating and providing seamless integration of the various functional aspects of NMCP to improve efficiency and minimize costs.

1.2.6. A system that provides accurate and timely qualitative and quantitative information to enhance decision making for NMCP Management;

1.2.7. A system that provides for scalable solutions and supports emerging technologies

2. FUNCTIONAL REQUIREMENTS RESPONSES

Throughout the requirements sections for each functionality, the requirements have been mapped by NMCP as either "Priority", "Important" or "Desirable" denoted by the letters "P", "I" and "D" respectively. These codes are described below:

Priority (P):- implies that the requirement is considered of high priority to NMCP. The Integrated QAIM System must meet this requirement.

Important (I):- implies that the requirement is considered as important and is required. The system must meet this requirement.

Desirable (D):- implies that the requirement is considered important but optional. Not having this will not compromise the functionality of the system.

All Requirements whether Priority, Important or Desirable must be responded to by the vendor using the following codes:

Y	Requirement met and proposed (standard features in the generally available product)
Y-CD	Requirement met and proposed (features that are not offered as generally available product require custom development)
N	Requirement not met with proposal
F	Feature schedule for future release in generally available software
E	Feature developed as enhanced for this item
S	Requirements and feature supported by vendor
TPS	Requirement and feature supported by third party
NS	Requirement and feature not supported at all.

A number of combined codes can be used in the responses. All functional requirements that are responded to with a positive response (anything except "N") are considered to be in scope. Proposed software and any necessary services required to meet the requirements of the tender or implement the proposed software should be detailed in the proposal.

2.1. Notes on functional requirements responses

- Failure to provide some requirements or excluding some requirements from scope will be deemed non responsive. NMCP will evaluate the proposal as a whole including price/value comparisons when evaluating proposals.
- The requirements responses submitted will become part of the agreement. Vendors are expected to warrant both software and implementation of all positive responses (every response except “N”).
- For requirement responses other than “N”, Vendors must indicate the module or product that is required to meet the requirement.
- For requirement responses other than “N”, Vendors must indicate the phase of the project that the functionality will be implemented.
- All responses which are marked Y or Y-CD will be considered to be included in the scope, and the cost proposal and all other information submitted in this proposal should reflect this.
 - Furthermore, the module necessary to perform that functionality must be included in the scope and cost of this proposal.
- Vendors must be ready to demonstrate any requirements listed as “Y” during software demos.
- Vendors are also required to respond if the feature will be supported in the product as part of the proposed maintenance and support offering and the proposed provider of support. Support services shall include technical support, access to patches and upgrades that accommodate the requirement, and helpdesk support for the requirement.

QAIM System provides GUI and services in charge of all the processes dealing with practitioner’s, facilities, inventory, equipment and testing as defined by NMCP, system settings management, user management, roles and permissions management, reports management, audit trail, dashboard management.

The functions are defined under;

1. Technical Supervision checklist
2. Slide Rechecking
3. Proficiency Assessment 1
4. Proficiency Assessment 2
5. Training
6. Supplies
7. Post Market Surveillance
8. Product Lot Testing
9. Product Validation

Data Sets

Forms/Input Data sets

These are the tools (data input forms) used to collect data from the various data sources into the system. The system should have the listed data entry forms and allow for their modification and addition of new forms. Data capture forms should be linked to the Master Dataset.

Required:

1. Offline Data- The system should allow for offline data capture and subsequent data synchronization once in online state.
2. GPS - The system should allow for capturing of GPS coordinates.

Master Datasets

These include the following

Master Dataset	Description
Practitioners	List of persons and their roles monitored (health workers) linked to main facility
Facilities Master List	Sourced From DHIS or E-health
Inventory	Sourced form KEMSA and other providers Linked to facilities
Equipment Log	Linked to facilities
Proficiency Testing Rounds	Information (Meta) for each round of PT
Trainings & Activities	Activity details (Schedule ,curriculum, funding , coordinator)

Reports Datasets

These are datasets that have been aggregated using data inputs grouped on the master datasets.

They represent the Reports and charts generated from the input data and master lists.

Report Name	Description
Inventory Report	Stock not distributed, stock by destination
Proficiency Report	Analysis of Facility performance, based on county and result output
Equipment Report	Grouped by location and operational status,
Testing Outcomes	Aggregated

Data Input

Requirements:

Data capture should be inclusive of the listed forms and allow for addition and modifications of existing forms. All forms should bear a linked field to the Master Datasets

Input dataset	Master Dataset
Supplies Assessment	
Inventory (Stock in, Stock out)	Inventory

Equipment Maintenance Log	
Proficiency testing	Practitioners , Facilities
Training Assessment	Practitioners , Facilities
Activity Assessment	Equipment Maintenance Log etc.

Sources

System Data Input forms

Other Systems envisioned for integration:

- KEMSA for inventory and Distribution Data
- DHIS and E-Health for Facilities and county information.
- LIS – For Laboratory testing Data

Notification

Via SMS as an alert based on some event. These events include:

- PT Panel Issue, Feedback ready alert
- Scheduled Activity and Training
- Delivery Notices for Inventory
- Equipment Maintenance Reminders

Email

Ability to schedule any report to be sent on a user defined schedule and addresses. Applies to all reports, new and existing.

Existing Technology

Database: SQL Server, MySQL

OS: Windows Server, Linux

Web Servers: IIS, Apache Tomcat

Reporting: Jasper, SAP BOBJ

Hosting: **NO cloud** hosting is permitted by MoH Kenya.

Any additional 3rd party technology costs should be stated in advance, as well as a comprehensive estimated cost of maintenance beyond the system implementation.

No.	General Requirements	Priority	Vendor Responses	User Department Responses
1.	Each module should have a graphical user-friendly interface. Each module MUST have a consistent interaction mechanism with consistent look and feel	P		
2.	Simple and Intuitive navigation between functions such as drop-down menu driven options for common/known data fields. Such fields may include names of customers, supplier details, etc.	I		

3.	The system should comply with NMCP policies and procedures. It will be the responsibility of the successful bidder to ensure that the system complies.	I		
4.	The system MUST provide a facility for creation of users and subsequent responsibilities for the maintenance of the users.	P		
5.	Have an interactive and online help facility.	P		
6.	Automatic population of known fields to reduce data re-entry.	I		
7.	Ability to print any information displayed on a screen.	D		
8.	Data validation and error checking facility.	P		
9.	Ability for the system to set up various parameters that are user specific (data classifications, formulas)	P		
10.	Have a report generator facility allowing for the generation of standard and non-standard reports.	P		
11.	Ability to allow for remote access to the System through a standard web browser, thin client or any other efficient method.	P		
12.	The system must provide industry standard integration mechanisms to facilitate integration with other systems in NMCP and partner organizations.	P		
13.	The system MUST provide a facility for output/reports to be directed either to a printer, screen or file.	P		
14.	Facility to set and maintain authorization access for data entry, validation, update, inquiry and report production	P		
15.	Report on all logon attempts including the failed one by date, time and user credentials.	I		
16.	Comprehensive audit trail features including a facility to monitor system usage, showing system activity by: <ul style="list-style-type: none"> • User ID; • Application/Module; • Terminal; • Date/time; • Activity (before and after image); and • Changes report capturing all the above. 	P		
17.	The system MUST have audit trail/log capabilities and allow generation of hard copy management and audit reports detailing the transactions, master file changes, and system maintenance activities, etc.	P		
18.	Management reporting options and auto configuration to enable confirmation and that all ledgers are in balance	P		
19.	Allow for system security through <ul style="list-style-type: none"> • User logins • User Roles 	P		
20.	Security backup capabilities inbuilt within the system to allow complete file restoration and recovery.	P		

21.	The system MUST provide for a minimum amount field of 999,999,999,999,999.99 for data entry, reporting and screen display values. Provide details of number of characters for key fields (drugs/kits/equipment/inventory codes, vendors, staff/users/practitioners, description fields, amount etc.)	I		
22.	The system should be able to operate entirely or selectively as: <ul style="list-style-type: none"> • Via Web Portals; • Mobile applications • USSD • A combination of the above; and • (Server/RDBMS). 	P		
23.	System should support multiple users in concurrent mode.	P		
24.	Following input, data is immediately available across related modules of the system.	P		
25.	System should follow the three tier architecture.	P		
26.	Software development environment based on Java will be an added advantage.	P		
27.	The System should allow for dynamic inclusion of additional functionality.	P		
28.	The System should provide API's for integration with other systems.	I		
29.	The system databases are protected against corruption in case of incidents such power failure.	I		
30.	The system MUST provide for data encryption over the network.	I		
31.	Daily management reporting to enable confirmation of system integrity.	I		
32.	Multi User functionality which can be deployed over a Wide Area Network.	P		
33.	Ability to handle versatile reporting queries from users.	D		
34.	Generate standard and customized reports based on parameters.	P		
35.	Automatically refresh when the underlying data is changed.	P		
36.	Ability to configure the layout of standard reports.	P		
37.	Possibility of including the company's logo on a standard report.			
38.	Ability to present data in chart and graph format.	I		
39.	Ability to create reports and export them to MS Excel, Email or PDF or universal standard formats. The system should also be able to accept imports of data from other formats.	D		
40.	Generate Alerts, notifications (SMS, email, system alerts), "Status Flags" for timelines, i.e. expiry dates or other time related actions.	P		
41.	Ability to schedule reports and print on queue as required.	D		
42.	Ability to predefine the generation of automatic reports for example weekly, bi-weekly, monthly, quarterly, annually.	I		

43.	Ability to easily setup user-defined (ad hoc) reports.	P		
44.	Ability for access at national and county level.	P		
45.	Offline Data- The system should allow for offline data capture and subsequent data synchronization once in online state.	P		
46.	GPS - The system should allow for capturing of GPS coordinates.	P		

MODULES

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No.	General Requirements	Priority	Vendor Responses	User Department Responses
1. TECHNICAL SUPERVISION CHECKLIST				
1.	Ability to capture health facility details.			
2.	Ability to capture health practitioner details			
3.	Capture team details.			
4.	Ability to capture test parameters			
5.	Ability to link practitioner details to tests undertaken			
6.	Generate reports based on health facility/practitioner and proficiency			
7.	Include analytical/BI reporting component			
8.	Ability to differentiate purchases done by central government, county government and donations during supervision.			
9.	Ability to report on anomalies detected.			
2. SLIDE RECHECKING				
1.	Ability to capture health facility details.			
2.	Ability to capture health practitioner details, i.e. Slide Validators at the National and County level			
3.	Ability to capture inspection team details			
4.	Ability to capture test parameters <ul style="list-style-type: none"> ● Sample Number ● Slide date ● Positive/Negative ● Species and parasite Stage ● Density ● Comments 			
5.	Capture Slide checking protocols – Help functionality <ul style="list-style-type: none"> ● Slide storage ● Slide Selection Criteria ● Slide Selection Procedure at the Peripheral Laboratory ● Slide Rechecking during Supervision Visit ● Slide Rechecking at County Malaria Reference Laboratory (CMRL) ● National Malaria Reference Laboratory ● Analysis of Results ● Quantification ● Progressive analysis at the CMRL ● Remedial action 			

6.	Ability to capture multiple slides used for testing and assign unique slide numbers			
7.	Capture instructions.			
8.	Capture the relevant workflows for slide checking			
9.	Link to proficiency testing module for analyzing practitioner performance/competence vis a vis slide checking results			
3. PROFICIENCY ASSESSMENT 1				
1.	Ability to capture health practitioner details			
2.	Ability to develop course outline <ul style="list-style-type: none"> ● Objectives ● Methods ● Individual Proficiency testing ● Slide bank ● Accreditation (WHO grades for accreditation of malaria Microscopist) ● Implementation & QC Checks 			
3.	Ability to develop grading system			
4.	Ability to provide practitioner certification reports.			
4. PROFICIENCY ASSESSMENT 2				
1.	Ability to capture facility details i.e. facility name, code			
2.	Ability to capture practitioners details i.e. name, mobile number, facility, county, sub county			
3.	Ability to define parameters for reporting.			
4.	Ability to unique slide numbers			
5.	Ability to define standard slides			
6.	Ability to define reporting codes i.e. MARL01...			
7.	Ability to generate report form defining below parameters <ul style="list-style-type: none"> ● Slide Number ● Microscopy answer code ● Number of parasites counted ● Number of white cells counted ● Final answer - Parasite count 			
8.	Capture relevant workflows for slide checking			
5. TRAINING				
1.	Ability to capture health practitioner details			
2.	Ability to develop course outline <ul style="list-style-type: none"> ● Objectives ● Methods ● Individual Proficiency testing ● Slide bank 			

	<ul style="list-style-type: none"> • Accreditation (WHO grades for accreditation of malaria Microscopist) • Implementation & QC Checks 			
3.	Ability to develop grading system.			
4.	Ability to provide reports - grading, periodic, exceptional practitioner certification reports.			
5.	Capture relevant workflows for grading approvals			
6. SUPPLIES				
1.	Ability to capture products/kits information and differentiate consumables and assets			
2.	Ability to capture funding information			
3.	Ability to capture supplier information			
4.	Ability to capture products distribution information			
5.	Ability to capture product serial numbers			
6.	Provision for linkage to relevant partner logistics system			
7.	Provision to capture county procurements			
8.	Provision to capture donations			
9.	Ability to capture lot details for deliveries			
10.	Ability to capture product expiry details			
11.	Reports – periodic, exceptional			
7. POST MARKET SURVEILLANCE				
1.	Ability to capture product authenticity			
2.	Ability to identify counterfeits, expiries			
3.	Ability to provide for random samples and verify against distributed, donated and purchased at county.			
4.	Ability to capture details of non-functioning items and reporting for remedial action			
5.	Ability to send alerts and notifications (SMS, email, system).			
6.	Link to supplies module.			
7.	Reports – periodic, exceptional.			
8. PRODUCT LOT TESTING				
1.	Ability to capture and identify lots for checking post distribution.			
2.	Linkage to supplies module.			
3.	Ability to create random samples for testing.			
4.	Ability to generate/report feedback on anomalies.			

5.	Ability to identify purchases by central government, county government and donations.			
6.	Reports – periodic, exceptional.			
9. PRODUCT VALIDATION				
1.	Linkage to supplies module.			
2.	Ability to track equipment serial numbers.			
3.	Ability to track reagents.			
4.	Ability to generate/report feedback on anomalies.			
5.	Ability to identify purchases by central government, county government and donations.			
6.	Reports – periodic, exceptional.			

Section VIII. STANDARD FORMS

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1. Form of Tender

IFT No.: KEMSA/GOK-CPF/MAL-17/18-ONT 002

Supply and Delivery of Monitoring Software System

To: Kenya Medical Supplies Authority (KEMSA)

13 Commercial Street, Industrial Area

P. O. Box 47715-00100

Nairobi, Kenya;

Dear Sir or Madam,

Having examined the tender documents including **Addenda Nos.....[Insert numbers]** the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply and Delivery of Monitoring Software System** in conformity with the said tender documents for the sum of **[Insert: Total tender amount in words and figures]**

1. 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 deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to **10% Percent of the Contract Price** for the due performance of the Contract, in the form prescribed by **Kenya Medical Supplies Authority (KEMSA)**.
4. We agree to abide by this Tender for a period of **90 days** from the date fixed for tender opening of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this day of 20.....

Signed.....

In the capacity of [*insert: title or position*].....

Duly authorized to sign tender for and on behalf of [*insert: name of tenderer*]

2. Tender Security Form

IFT No.: KEMSA/GOK-CPF/MAL-17/18-ONT 002

Supply and Delivery of Monitoring Software System

To: Kenya Medical Supplies Authority (KEMSA)

13 Commercial Street, Industrial Area

P. O. Box 47715-00100

Nairobi, Kenya;

WHEREAS *[insert: name of Tenderer]* (hereinafter called “the Tenderer”) has submitted its tender dated *[insert: date of tender]* for the performance of the above-named Contract (hereinafter called “the Tender”)

KNOW ALL PERSONS by these present that WE *[insert: name of bank]* of *[insert: address of bank]* (hereinafter called “the Bank”) are bound unto *[insert: name of Purchaser]* (hereinafter called “the Purchaser”) in the sum of: *[insert: amount]*, for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this *[insert: number]* day of *[insert: month]*, *[insert: year]*.

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers or
2. If the tenderer rejects the correction of an error upon prompt notice by the procuring entity and
3. If the tenderer, having been notified of the acceptance of his tender by the employer during the period of tender validity:
 - a) Fails or refuses to execute the form of agreement in accordance with the instructions to tenderers if required or
 - b) Fails or refuses to furnish the Performance Security, in accordance with instructions to tenderers

We undertake to pay to the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including **thirty (30) days** after the period of tender validity and any demand in respect thereof should reach the Guarantor not later than the above date.

Signature of the Guarantor..... **Date**:.....

(Witness) **Date**:.....

Common Seal of the Bank

3. Form of Contract Agreement

THIS CONTRACT AGREEMENT is made

the [insert: **number**] day of [insert: **month**], [insert: **year**].

BETWEEN

- 1 THIS AGREEMENT made the _____ day of _____ 20____ between.....[*name of Procurement entity*] of.....[*country of Procurement entity*] (hereinafter called “the Procuring entity”) of the one part and [insert: **name of Tenderer**], a corporation incorporated under the laws of [insert: **country of Tenderer**] and having its principal place of business at [insert: **address of Tenderer**] (hereinafter called “the Supplier”).

- 2 WHEREAS the Procuring entity invited tenders for certain goods and ancillary services, viz., [insert: **brief description of goods and services**] and has accepted a tender by the tenderer for the supply of those goods and services in the sum of [insert: **contract price in words and figures**] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2.4.2 The following documents shall constitute the Contract between the Purchaser and the Tenderer, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) Technical Requirements (including Functional Requirements and Implementation Schedule)
- (e) The Supplier’s tender and original Price Schedules
- (f) The Purchaser’s Notification of Award
- (g) The Supplier’s Acceptance letter
- (h) [Add here: **any other documents**]

3. In consideration of the payments to be made by the Procuring Entity to the Tenderer as hereinafter mentioned, the Tenderer hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

The Procuring Entity hereby covenants to pay the Tenderer in consideration of the provision of the Goods and Services 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.

For and on behalf of the Procuring Entity

Signed: _____

in the capacity of [insert: **title or other appropriate designation**]

in the presence of _____

For and on behalf of the Tenderer

Signed: _____

in the capacity of [insert: **title or other appropriate designation**]

in the presence of _____

CONTRACT AGREEMENT

dated the [insert: **number**] day of [insert: **month**], [insert: **year**]

BETWEEN

[insert: **name of Procuring Entity**], “the Purchaser”

and

[insert: **name of Tenderer**], “the Supplier”

4. Performance Security Bank Guarantee (unconditional)

IFT No.: KEMSA/GOK/CPF/MAL-17/18-ONT-002

Supply and Delivery of Monitoring Software System

To: Kenya Medical Supplies Authority (KEMSA)
13 Commercial Street, Industrial Area
P. O. Box 47715-00100
Nairobi, Kenya;

We refer to the Contract Agreement (“the Contract”) signed on [*insert: date*] between you and [*insert: name of Tenderer*] (“the Supplier”) concerning the supply and delivery of [*insert: a brief description of the Goods*]. By this letter we, the undersigned, [*insert: name of bank*], a bank (or company) organized under the laws of [*insert: country of bank*] and having its registered/principal office at [*insert: address of bank*], (hereinafter, “the Bank”) do hereby jointly and severally with the Tenderer irrevocably guarantee payment owed to you by the Tenderer, pursuant to the Contract, up to the sum of [*insert: amount in numbers and words*]. This guarantee shall be reduced or expire as provided for by GCC Sub-Clause 8.4.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Tenderer to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Tenderer to dispute or question such demand. Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed under this Letter in respect of any demand duly made under this Letter prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Letter of Guarantee shall be valid from the date of issue until the date of expiration of the guarantee, as governed by the Contract. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation. Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made under this Letter after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed under this Letter, whichever is the earlier. All notices to be given under this Letter shall be given by registered (airmail) post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between you and the Tenderer, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent, or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event, or condition that by any applicable law should operate to discharge us from liability hereunder shall have any effect, and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

Signature of the Guarantor.....

Date:.....

(Witness)Date:..... Common Seal of the Bank

5. Declaration of Undertaking (Integrity Statement)

Anti – Corruption Policy in the Procurement Process

Undertaking By Bidder On Anti – Corruption Policy / Code of Conduct And Compliance Programme

The governments of Kenya is committed to fighting corruption in all its forms and in all its institutions to ensure that all the government earned revenues are utilized prudently and for the purpose intended with a view to promoting economic development as the country work towards actualizing Vision 2030.

Here at KEMSA and also being one of the government entities mandated under the government Legal Notice number 466 of 2004 to procure, warehouse and distribute Essential Medicines and Medical Supplies to all the public health facilities in Kenya, on behalf of the government, we are highly committed to fighting any form of corruption in our organization to ensure that all the monies that the government entrust with us, is optimally and prudently utilized for the benefits of all the people we serve.

The following is a requirement that every Bidder wishing to do business with KEMSA must comply with:

- (1) Each bidder must submit a statement, as part of the tender documents, in the format given and which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the bidding company and, where relevant, of its subsidiary in Kenya. If a tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
- (2) Bidders will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the bidder may cover the subcontractors and consortium partners in its own statement, provided the bidder assumes full responsibility.
- (3) a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
b) Each bidder will make full disclosure in the tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the tender and, if successful, the implementation of the contract.
c) The successful bidder will also make full disclosure [quarterly or semi- annually] of all payments to agents and other third parties during the execution of the contract.
d) Within six months of the completion of the performance of the contract, the successful bidder will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that are sufficient to establish the legitimacy of the payments made.
e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
- (4) Tenders which do not conform to these requirements shall not be considered.
- (5) If the successful bidder fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
 - a) Cancellation of the contract;

- b) Liability for damages to the public authority and/or the unsuccessful competitors in the bidding possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).
- (6) Bidders shall make available, as part of their tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.
- (7) The Government of Kenya through Kenya Anti-Corruption Commission has made special arrangements for adequate oversight of the procurement process and the execution of the contract. Those charged with the oversight responsibility will have full access if need be to all documentation submitted by Bidders for this contract, and to which in turn all Bidders and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a bidder may be disclosed to another bidder or to the public).

1. MEMORANDUM (FORMAT)

(Clause 41, 62 and 66 of Kenya Public Procurement and Asset Disposal Act 2015)

This company _____ (*name of company*) has issued, for the purposes of this tender, a Compliance Program copy attached -which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers)"

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

6. Supplier Data Record

SUPPLIER BUSINESS DETAILS (fill in Block letters)		
Company name		
Company Post Office Address:		
Telephone Nos: Office No. ----- ----- Mobile No. ----- ----- _____ _____	Fax No. (with entering your fax no. here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken): _____ _____	e-Mail Address (with entering your e-Mail address here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken): _____ _____

Company Registration Number: 1. Location of business premises ----- 2. Building name and number ----- 3. Floor Number ----- 4. Room number ----- 5. Plot Number ----- 6. VAT Certificate Number ----- 7. Local Authority License Number ----- Expiry Date ----- ---- 8. PIN certificate Number ----- 9. Website if any -----
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when submitting your bid, please ensure that you submit copies of the following documents;

- 1. Copy of Certificate of incorporation**
- 2. Copy of current Tax Compliance Certificate**

Contact Name		Job Title
Telephone No. _____	Fax No. (with entering your fax no. here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken): _____	e-Mail Address (with entering your e-Mail address here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken): _____ _____
Main business activity		
Please NOTE giving false information in this section will lead to outright Disqualification from tendering process.		
Type of organization (please tick as necessary)		
<ol style="list-style-type: none"> 1. Partnership 2. Co-operative 3. Private Ltd. 4. Public Company 5. Other. 		
Type of premises (tick as necessary)		Freehold
<ol style="list-style-type: none"> 1. factory, 2. warehouse 3. Other. 		Leasehold

Names of executives

Chairman ----- Nationality -----
Shares held -----

Managing Director ----- Nationality -----
Shares held -----

Company Secretary ----- Nationality -----
Shares held -----

Name of Directors

1. ----- Nationality ----- Shares
held ---
2. ----- Nationality ----- Shares
held ---
3. ----- Nationality ----- Shares
held --
4. ----- Nationality ----- Shares
held -
5. -----Nationality -----Shares
held.....

--	--

Name and address of ultimate holding company and any subsidiary companies

--

Total no. of employees in group

No. of locations/premises in group

Member of a Trade Association?

Details of any Certification e.g. ISO 9000 (attach copies of valid certificates)

--

Name product(s) for which you act as an Authorized Dealer / Distributor and attach copies of valid certificates of authority.

- | | |
|----|----|
| 1. | 5. |
| 2. | 6. |
| 3. | 7. |
| 4. | 8. |

Bidders should only provide documentation for products they are offering to supply in the tender

Bank References and other details

A) Primary Bank (The Main Bank)

- 1) Name:
- 2) Postal Address:
- 3) Telephone Land line number;.....
- 4) Fax Number:
- 5) Email Address:

Name of the account:

Account number:

Number of years operated:

SECONDARY BANKERS (if applicable)

Bank name and address:

Name of the account:

Account number: ----- -----	Years of operation ----- -----
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Commercial References

Provide names and contact details of four customers that have done business with you in the last three years.

A) Trade References - customer 1

Activity: ----- -----	Period of relationship: (Year) ----- -----
--------------------------	---

Contact name: ----- ----- ----- ---	Fax no. ----- ----- Email address: ----- -----
--	---

Value of contract orders in USD-----

Telephone No. -----

Physical address; -----

B) Trade References - customer 2

Activity: ----- -----	Period of relationship: (Year) ----- -----
--------------------------	---

--	--

Contact name: ----- ----- ----- ---	Fax no. ----- ----- Email address: ----- -----
--	---

Value of contract orders in USD-----

Telephone No. -----
Physical address; -----

Trade References - customer 3

Business Activity: ----- ----- ----- --	Period of relationship (year) ----- -----
--	--

Contact name: ----- -- ----- --	Fax no.----- Email address: ----- -
--	---

Value of contract orders in Kenya Shillings KSHS -----

Telephone No. Mobile -----

Telephone Number Land line -----

Physical address: -----

Trade References - customer 4

Business Activity: -----

Period of relationship (year) -----

Contact name: -----
--

Fax no.-----

Email address: -----
-

Value of contract orders in Kenya Shillings KSHS -----

Telephone No. Mobile -----

Telephone Number Land line -----

Physical address: -----

SUPPORT SERVICES AVAILABLE

What after sales / warranty / spare parts / support services / local agent / repair are available?

(Please feel free to attach any further supporting information with this form)

DECLARATION BY THE APPLICANT

Full names: ----- -----	Job title of signatory:----- -----
Telephone Number mobile ----- Telephone No. Land Line -----	
Signature of the applicant.....	Date of application: ----- / /

Please affix company rubber stamp or seal

SECTION IX: EVALUATION CRETERIA

Stage A: Mandatory/Preliminary Evaluation Criteria

No	Requirements	Tenderer's Response
MR 1	Provide company's Certificate of Incorporation/Certificate of Registration	
MR 2	Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA)	
MR 3	Bid security of KES 175,000.00 as indicated above	
MR 4	Submit filled Confidential Business Questionnaire provided in this tender document.	
MR5	Provide duly filled and signed Tender Form	
MR6	Provide Duly filled and signed declaration of undertaking (Integrity Statement)	
MR 7	Must paginate and serialize all pages of the bid document.	

Only Tenders meeting the above mandatory requirement shall proceed to the next level of evaluation. Non responsive bidders will be disqualified from further evaluation.

Stage B: Mandatory Technical Evaluation Criteria

Responsive Tenders will be subjected to the following mandatory technical evaluation criteria-**Whether the tender conforms to the technical specification as per the tender document.**

Stage C: Technical /Commercial Evaluation Criteria

To check the experience, qualification and competence of the tenderers to undertake the Assignment as per the parameters and weighting scale below;

1	General Experience	Scoring Criteria	Weights	Score
1.1	Similar Service: - Provide proof of at least three (3) client references where similar services projects have been implemented.	Maximum of 10 points for each work that meets the criteria	30	
	Project Implementation			
	PROJECT / IMPLEMENTATION SCHEDULE Provide a project plan on Gantt Chart based on an appropriate methodology for completion within one month or earlier upon contract signing.	35 points for adequacy of work plan	35	
	Training			
	KEMSA expects the winning bidder to provide a comprehensive users training	Adequacy of training modules and scoping	5	
2	KEY PERSONNEL			
	The tenderer shall provide at a minimum the following key personnel with the following minimum qualification and experience. (Submit CV's & certificates)			

	<p>Project Manager – (1 post) Minimum qualification of Bachelor Degree in IT or equivalent from a recognized University.</p> <p>Project management certificate -PRINCE 2 or PMI certified or equivalent.</p> <p>Minimum five (5) years working experience as Project Manager;</p> <p>Managed two (2) similar projects within the last three (3) years.</p>	<p>Maximum 10 points (3 points for academic qualification, 2 Points PM Certification, 2 points working experience, 3 Points Similar Projects)</p>	<p>10</p>	
	<p>Trainer - (1 post) Minimum qualification of Diploma in IT or equivalent from a recognized Institution.</p> <p>Minimum of five (5) years working experience in similar projects.</p> <p>Involved in two (2) similar projects within the last three (3) Years.</p> <p>Relevant professional certification in the product to be implemented</p>	<p>Maximum 10 points (3 point for academic qualification, 2 point working experience, 3 Points for Similar Projects and 2 for professional certificates)</p>	<p>10</p>	
	<p>Implementation team – (2 posts) Minimum qualification of Bachelor Degree in IT or equivalent from a recognized University or equivalent.</p> <p>Relevant professional certification in the product to be implemented.</p> <p>Minimum three (3) years working experience in implementing similar projects.</p>	<p>Maximum 10 (3 point for academic qualification, 2 point working experience, 3 Points Similar Projects, 2 point for professional certificates)</p>	<p>10</p>	
	<p>TOTAL SCORE TECHNICAL SCORE</p>		<p>100</p>	
	<p>TOTAL EVALUATION SCORE</p>			
	<p>Minimum Technical Score</p>		<p>70%</p>	

To qualify for financial evaluation, a Tenderer MUST score a minimum of 70 out of the possible 100 points on technical evaluation.

Tenders having scored 70% above shall be considered for financial evaluation.

Stage D: Financial Examination.

The bidder found to technically responsive and have offered the lowest bid will be recommended for award of contract.