



THE NAIROBI HOSPITAL

**REQUEST FOR PROPOSAL (RFP) FOR THE SUPPLY,
IMPLEMENTATION, MAINTENANCE, AND SUPPORT OF
HOSPITAL MANAGEMENT INFORMATION SYSTEM (HMIS)**

Tender Reference No: TNH/RFP/007/24/ICT

Release Date: Tuesday, 12th March, 2024

Tender Closing Date: Tuesday, 2nd April, 2024 at 12:00PM EAT

CONFIDENTIAL



Request for Proposal (RFP) for the supply, implementation, maintenance, and support of Hospital Management Information System (HMIS)

Confidentiality

All information contained within this document is confidential and is provided only to give suppliers an adequate understanding of the Kenya Hospital Association requirements towards the implementation of a Hospital Management Information System.

The contents of this document are provided solely for use by recipients and in considering their interest in the proposed project. Under no circumstances should the information be disclosed to any outside party without The Hospital's written permission.



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INVITATION TO BIDDER

The Nairobi Hospital (TNH) invites proposals from firms with a proven track record in implementation of seamless HMIS Solutions per the attached Terms of Reference. The financial proposal should be in Kenya Shillings with VAT factored in, well indicated and tabulated where applicable.

A complete set of RFP documents can be downloaded from The Nairobi Hospital website <https://thenairobihosp.org/tenders> by interested bidders, upon payment of a non-refundable fee of KES. 15,000.00. The payment should be made through the following bank account:

Bank Name: NCBA BANK KENYA PLC
Account Name: KENYA HOSPITAL ASSOCIATION
KES Account Number: 6498010035
USD Account Number: 6498010014
Branch: UPPERHILL
Swift Code: CBAFKENX

You are required to complete the forms provided, attach required and relevant documentation for your proposal in **2 envelopes** (1-Technical; 1-Financial) clearly marked as

- i) TECHNICAL PROPOSAL – SUPPLY OF HOSPITAL MANAGEMENT INFORMATION SYSTEM (HMIS) - TNH/RFP/007/24/ICT**
- ii) FINANCIAL PROPOSAL – SUPPLY OF HOSPITAL MANAGEMENT INFORMATION SYSTEM (HMIS) - TNH/RFP/007/24/ICT**

and submit not later than **Tuesday, 2nd April 2024, 12:00PM East African Time** as follows:

- a) Deposit 2 copies in the Tender Box in Procurement Office located at Corporate Centre, 2nd Floor.
- OR**
- b) Submit an electronic copy in PDF format to tenders@nbihosp.org

Both the technical and financial proposal documents should be password protected.



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Addressed to:

The Chief Executive Officer
The Nairobi Hospital
C/O: Director, Supply Chain and Distribution
P.O Box 30026-00100 GPO
Nairobi, Kenya

Request for Clarifications and Enquiries

All clarifications required and enquiries regarding this BID, shall be promptly sent via email to; procurement@nbihosp.org with the subject **Supply of HMIS - Clarifications**. The request for clarification or additional information **must be received by TNH by 17th March, 2024**. TNH will advise all Bidders of its response to any such requests where appropriate and applicable through the bidder's emails.



I. Volume I: General and Financial Specifications



1. The RFP Process

1.1. Content of the RFP Document

- a) The RFP documents are those stated below and should be read in conjunction with any Addenda issued and proceedings of Pre-Bid Meeting issued:

RFP Volume I : General and Financial Specifications

RFP Volume II : Functional and Technical Specifications

RFP Volume III : General Conditions of Contract (GCC)

- b) The Bidder is expected to examine all instructions, forms, terms, TNH's requirements and other information in the RFP documents. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every aspect would be at the Bidder's risk and may result in rejection of the proposal.

1.2. Bid Data Sheet (Key Activities and Date)

The schedule of key activities for the purpose of this RFP is outlined below:

S. No.	Key Activities	Date
1.	Issuance of Request for Proposal (RFP)	12 th March, 2024
2.	Last date of receiving queries from Bidders	17 th March, 2024
3.	Pre-Bid meeting date	18 th March, 2024
4.	Last date and time for submission of Bids	2 nd April, 2024 at 12:00PM EAT

Important: It must be noted that TNH reserves the right to change any date/ time mentioned in the schedule above at any point of time. The Bidders would, however be intimated of the changes as and when they happen and the same shall be communicated through email.



1.3. Clarifications on RFP Documents

- a) Any clarification shall be in writing to procurement@nbihosp.org on or before 17th March, 2024.
- b) TNH shall respond to clarifications to the bidders via email. Responses to clarifications will also be given during the pre-bid meeting.
- c) The queries, suggestions and other observations will be examined by TNH and any amendments to the RFP, if required, shall be done at the sole discretion of TNH.

1.4. Pre-Bid Meeting

- d) The Bidder's authorized representatives are invited to attend the Pre-Bid meeting which will take place via Zoom on 18th March 2024 from 9:00am to 10:30am East African Time as stipulated in the table above (Bid Data Sheet).

The Zoom Pre-bid Meeting link is provided below:

<https://us06web.zoom.us/meeting/register/tZ0tc-iprD8pHNOIHFPQAoYVPIBuwLQhyzsk>

- e) The purpose of the meeting would be to clarify queries on any matter related to the RFP and the project.
- f) The Bidders are requested to submit their queries in writing to TNH on or before the date indicated above. Any queries received after the indicated date and time will not be entertained.
- g) The Bidders shall submit their queries in the specified format as mentioned in this RFP (Annexure - I).
- h) *Not attending the pre-Bid meeting will NOT be a cause for disqualification.*



1.5. Proposal Preparation Cost

The Bidders shall bear all costs associated with the preparation and submission of their Bids, contract negotiation, signing and/or any activity related to this RFP like participation in the Bidding process/ meetings, conducting the study, analysis and diligence activities in order to prepare response, and presentation(s). TNH will in no case be responsible or liable for these costs. Through this RFP, TNH neither commits to award a contract nor to engage in any negotiations regardless of the conduct or outcome of the Bidding process.

1.6. TNH's Right to Terminate

- a) TNH may terminate the RFP process at any time and without assigning any reason. TNH makes no commitment, express or implied, that this process will result in a business transaction with anyone.
- b) This RFP does not constitute an offer by TNH. The Bidder's participation in this process may result in TNH selecting the Bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by TNH to execute a contract or to continue negotiations. TNH may terminate negotiations at any time without assigning any reason.

2. Instructions to Bidders

2.1. Late Bid

Once the Bid submission date and time is over, the Bidder cannot submit his/her Bid. Bidders must start the Bid submission well in advance so that the submission process passes off smoothly. The Bidder will be held responsible if his/her Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during submission process.

2.2. TNH's Right to accept any Bid and to reject any or all Bids

- a) The competent Hospital authority does not bind itself to accept any bid and reserves to itself the authority to reject any or all the bids received without assigning any reason.
- b) TNH reserves the right to reject any Bid if:
 - At any time, a material misrepresentation is made or uncovered, or
 - The Bidder does not provide, within the time specified by TNH, the supplement information sought by TNH for evaluation of the Bid
- c) Such misrepresentation may lead to the disqualification of the Bidder
- d) Canvassing whether directly or indirectly, in connection with bids is strictly prohibited and the bids submitted by the Bidders who resort to canvassing will be liable to rejection.



2.3. Period of validity of Bid

- a) Bid submitted by the Bidders shall remain valid for 180 days (One Hundred and Eighty days) from the last date of Bid submission as prescribed by TNH.
- b) TNH will make its best effort to evaluate the Bids within this period. If TNH wishes to extend the validity period of the proposals, TNH may solicit the Bidder's consent to an extension of the period of Bid validity. The request and the response thereto shall be made in writing.

2.4. Bid Security (Bank Guarantee)

The bidder shall be required to submit a Bank Guarantee of KES 8 Million from a reputable bank in the format attached. (Annexure 4.14.)

2.5. Amendments in RFP Document

- a) TNH may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.
- b) Any addendum / corrigendum issued shall be part of the Bid document and shall be communicated by TNH to all the participating Bidders. TNH will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise by the Bidder.
- c) In case of issuing addendum/ corrigendum, the last date of Bid submission may be extended by TNH, only if felt necessary by TNH.
- d) No clarification obtained through verbal communication by the Bidder with any employee of TNH will be deemed as addendum/corrigendum to this RFP document. The Bidder acting on such a verbal communication will do so at his own risk and TNH shall bear no responsibility for any outcome arising out of this.

2.6. Due-diligence by Bidders

- a) Each Bidder should conduct its own study and analysis in order to respond to this RFP.
- b) TNH makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the potential Bidder may make in case of failure to understand the requirements and respond to the RFP.



2.7. Preparation of Bid

2.7.1 Language of Bid	2.7.1.1. The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and TNH shall be written in English. Any printed literature furnished by the Bidder as part of its bid may be in a language not specified in the BDS, as long as such literature is accompanied by a translation of its pertinent passages into the language of the bid, in which case, for purposes of interpretation of the bid, the translation shall govern.
2.7.2. Documents Comprising the Bid	2.7.2.1 The bid submitted by the Bidder shall comprise: (a) Bid Submission Form completed and signed by a person or persons duly authorized to bind the Bidder to the Contract;
	 (b) All Price Schedules duly completed in accordance with and signed by a person or persons duly authorized to bind the Bidder to the Contract; (c) Bid-securing Declaration or Bid Security furnished in accordance with Section 2.4 of Vol I; (d) written confirmation authorizing the signatory of the bid to commit the Bidder; (e) Attachments: (i) Attachment 1: Bidder's Eligibility In the absence of prequalification, documents establishing to the Purchaser's satisfaction the Bidder's eligibility to bid, including but not limited to documentary evidence that the Bidder is legally incorporated in a territory of an eligible source country as defined under ITB Clause 4; (ii) Attachment 2: Bidder's Qualifications Documentary evidence establishing to TNH's satisfaction, and in accordance with Vol III, that the Bidder is qualified to perform the Contract if its bid is accepted. In the case where prequalification of



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	<p>Bidders has been undertaken, the Bidder must provide evidence on any changes in the information submitted as the basis for prequalification or, if there has been no change at all in said information, a statement to this effect;</p> <p>Any Manufacturer's Authorizations and Subcontractor agreements specified as required in the Vol I - Section 4.5;</p> <p>(iii) Attachment 3: Eligibility of Goods and Services</p> <p>Documents establishing, to the Purchaser's satisfaction, that the Goods and Services components of the Information System to be supplied, installed, and/or performed by the Bidder are eligible Goods and Services as defined under Vol I - Section 4.5. If awarded the Contract, the Bidder shall submit for such components of the Information System evidence of eligibility, which shall be confirmed by a certificate of origin issued at the time of shipment;</p> <p>(iv) Attachment 4: Conformity of the Information System to the Bidding Documents</p> <p>Documentary evidence establishing to TNH's satisfaction, that the Goods and Services components of the HMIS to be supplied, installed, and/or performed by the Bidder conform to the Bidding Documents;</p> <p>(v) Attachment 5: Proposed Subcontractors</p> <p>A list of all major items of Goods or Services that the Bidder proposes to purchase or subcontract from others, and the name and nationality of the proposed Subcontractor, including vendors, for each of those items;</p> <p>(vi) Attachment 6: Intellectual Property</p> <p>A list of:</p>
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	<p>(1) all Software included in the Bidder's bid, assigning each item to one of the software categories defined in GCC Clause 1.1 (c):</p> <p>(A) System, General Purpose, and Application Software; and</p> <p>(B) Standard and Custom Software.</p> <p>(2) all Custom Materials, as defined in GCC Clause 1.1 (c), included in the Bidder's bid.</p> <p>All Materials not identified as Custom Materials shall be deemed Standard Materials.</p> <p>Re-assignments among the Software and Materials categories, if necessary, will be made during the implementation of the Contract.</p> <p>(vii) any other document required in the Bidding Data Sheet.</p>
2.7.3. Bid Prices	<p>2.7.3.1 All Goods and Services identified in the Supply and Installation Cost Sub-Table and the Recurrent Cost Sub-Table in Vol I - Section 4.5, and all other Goods and Services proposed by the Bidder to fulfill the requirements of the Information System, must be priced separately in the format of the same tables and summarized in the corresponding Cost Summary Tables in the same Section. Prices must be quoted in accordance with the instructions provided in Vol I - Section 4.5 for the various cost tables, in the manner specified below.</p>
	<p>2.7.3.2 The price of items that the Bidder has left blank in the cost tables provided in Vol I - Section 4.5 shall be assumed to be included in the price of other items. Items omitted altogether from the cost tables shall be assumed to be omitted from the bid and, provided that the bid is substantially responsive, an adjustment to the bid price will be made during evaluation.</p>
	<p>2.7.3.3. Unit prices must be quoted at a level of detail appropriate for calculation of any partial deliveries or partial payments under the contract, in accordance with the Implementation Schedule in Vol I - Section 4.5, and with Terms of Payment.</p>



	Bidders may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables.
2.7.3.4.	The price of Services shall be quoted in total for each service (where appropriate, broken down into unit prices), separated into their local and foreign currency components. Prices must include all taxes, duties, levies and fees whatsoever, except only VAT or other indirect taxes, or stamp duties, that may be assessed and/or apply in the Purchaser's country on/to the price of the Services invoiced to the Purchaser, if the Contract is awarded. Unless otherwise specified in the BDS, the prices must include all costs incidental to the performance of the Services, as incurred by the Supplier, such as travel, subsistence, office support, communications, translation, printing of materials, etc. Costs incidental to the delivery of the Services but incurred by the Purchaser or its staff, or by third parties, must be included in the price only to the extent such obligations are made explicit in these Bidding Documents (as, e.g., a requirement for the Bidder to include the travel and subsistence costs of trainees).
2.7.3.5.	Prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, defined in Vol I - Section 4.5 and prices for Recurrent Costs to be incurred during the Post-Warranty Period, defined in Vol I - Section 4.5. shall be quoted as Service prices in accordance with Vol I - Section 4.5 on the Recurrent Cost Sub-Table in detail, and on the Recurrent Cost Summary Table in currency totals. Recurrent costs are all-inclusive of the costs of necessary Goods such as software license renewals, labor, etc., needed for the continued and proper operation of the HMIS and, if appropriate, of the Bidder's own allowance for price increases.
2.7.3.6.	Unless otherwise specified in the BDS, prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to increases on any account. Bids submitted that are subject to price adjustment will be rejected.



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2.7.4. Bid Currencies	2.7.4.1. Prices shall be quoted in the following currency: The Bidder shall quote its prices for all Information Technologies, associated Goods, and Services to be supplied in Kenya Shillings (KES).
2.7.5. Documents Establishing the Conformity of the Information System to the Bidding Documents	2.7.5.1. The Bidder shall furnish, as part of its bid, documents establishing the conformity to the Bidding Documents of the Information System that the Bidder proposes to supply and install under the Contract.
	<p>2.7.5.2. The documentary evidence of conformity of the Information System to the Bidding Documents shall be in the form of written descriptions, literature, diagrams, certifications, and client references, including:</p> <p>(a) The Bidder's technical bid, i.e., a detailed description of the Bidder's proposed technical solution conforming in all material aspects with the Technical Requirements Vol I - Section 4.5 and other parts of these Bidding Documents, overall as well as in regard to the essential technical and performance characteristics of each component making up the proposed Information System;</p> <p>(b) An item-by-item commentary on the TNH's Technical Requirements, demonstrating the substantial responsiveness of the HMIS Solution offered to those requirements. In demonstrating responsiveness, the commentary shall include explicit cross-references to the relevant pages in the supporting materials included in the bid. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the bid, the item-by-item commentary shall prevail;</p> <p>(c) A <i>Preliminary Project Plan</i> describing, among other things, the methods by which the Bidder will carry out its</p>



	<p>overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Bidder proposes to use. The Plan should include a detailed Contract Implementation Schedule in bar chart form, showing the estimated duration, sequence, and interrelationship of all key activities needed to complete the Contract. The Preliminary Project Plan must also address any other topics specified in the BDS. In addition, the Preliminary Project Plan should state the Bidder's assessment of what it expects TNH and any other party involved in the implementation of the Solution to provide during implementation and how the Bidder proposes to coordinate the activities of all involved parties;</p> <p>(d) A written confirmation that the Bidder accepts responsibility for the successful integration and inter-operability of all components of the HMIS Solution as required by the Bidding Documents.</p> <p>2.7.5.3. The Bidder shall note that references to brand names or model numbers or national or proprietary standards designated by TNH in its Technical Requirements are intended to be descriptive and not restrictive. Except where explicitly prohibited in the BDS for specific items or standards, the Bidder may substitute alternative brand/model names or standards in its bid, provided that it demonstrates to TNH's satisfaction that the use of the substitute(s) will result in the Information System being able to perform substantially equivalent to or better than that specified in the Technical Requirements.</p>
2.7.6. Securing the Bid	<p>2.7.6.1. Securing the bids shall be substantially in accordance with the related sample forms included in Vol I - Section 4.5 or other forms approved by TNH prior to bid submission. In case of a Bid Security, it shall also:</p> <p>(a) be in the form of an unconditional bank guarantee from a reputable banking institution;</p>



	<p>(b) be issued by a reputable institution selected by the Bidder and located in any eligible country; if the institution issuing the security is located outside Kenya, it shall have a correspondent financial institution located in Kenya to make the security enforceable;</p> <p>(c) be payable promptly upon written demand by TNH in case any of the conditions listed in Clause 17.5 is/are invoked;</p> <p>(d) be submitted in its original form; copies will not be accepted.</p> <p>2.7.6.2. The Bid-Securing Declaration or the Bid Security of a Joint Venture shall be issued in the name of the Joint Venture submitting the bid provided the Joint Venture has legally been constituted, or else it shall be issued in the name of all partners proposed for the Joint Venture in the bid. Sanctions due to a breach of the terms of a Bid-Securing Declaration pursuant to Clause 17.6 will apply to all partners to the Joint Venture.</p>
	<p>2.7.6.3. Any bid not accompanied by a substantially acceptable Bid-Securing Declaration or Bid Security in accordance with Clauses 17.1 and 17.2, shall be rejected by TNH as non-responsive.</p> <p>2.7.6.4. Unless executed or forfeited pursuant to Clause 17.5, Bid-Securing Declarations, if any, will expire for, or Bid Securities, if any, will be returned as promptly as possible to,</p> <p>(a) all Bidders upon annulment of the bidding;</p> <p>(b) Bidders refusing a request to extend the period of validity of their bids;</p> <p>(c) the successful Bidder once it has signed the Contract Agreement and furnished a valid Performance Security as required;</p> <p>(d) the unsuccessful Bidders at the same time as in (c), that is, when they are informed about the successful establishment of the contract with the successful Bidder.</p> <p>2.7.6.5. The Bid Security may be forfeited:</p> <p>(a) if a Bidder withdraws its bid prior to the expiry date of Bid validity specified by the Bidder or any extended date provided by the Bidder; or</p>



		(b) in the case of the successful Bidder, if the Bidder fails to: (i) sign the Contract Agreement; or (ii) furnish the Performance Security in accordance with Section 2.4 of Vol I.
2.7.7. Period of Validity of Bids	2.7.7.1.	Bids shall remain valid, until the date specified in the BDS after the deadline date for bid submission prescribed by TNH. A bid valid until the date that is specified in the BDS or any extended date if amended by TNH, shall be rejected by the TNH as nonresponsive.
	2.7.7.2.	In exceptional circumstances, prior to the date of expiry of the bid validity period, TNH may request that the Bidders extend the date of validity until the specified date. The request and the responses to the request shall be made in writing. A Bidder may refuse the request without risking execution of the Bid-Securing Declaration or forfeiting the Bid Security, but in this case the bid will be out of the competition for the award. A Bidder agreeing to the request will not be required or permitted to modify its bid.
	2.7.7.3.	In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the contract price will be adjusted as specified in the request for extension. Bid evaluation will be based on the bid prices without taking into consideration the above correction.
2.7.8. Format and Signing of Bid	2.7.7.4.	In case of physical submission, the Bidder shall prepare an original and the number of copies/sets of the bid specified in the BDS, clearly marking each one as "Original Bid," "Copy No. 1," "Copy No. 2," etc., as appropriate. In the event of any discrepancy between them, the original shall govern.
	2.7.7.5.	The original and all copies of the bid, each consisting of all the requisite bidding documents shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The authorization must be in writing and included in the



	<p>bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.</p>
	<p>2.7.7.6. The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.</p>
	<p>2.7.7.7. The Bidder shall furnish in the Bid Submission Form (a sample of which is provided in the Sample Forms Section of the Bidding Documents) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this procurement and to the execution of the Contract should the Bidder be successful.</p>

3. Evaluation of Bids/Proposals

3.1. Correction of Errors

- a) Bidders are advised to exercise adequate care in quoting the prices. No modification/correction in quotations will be entertained once the Bids/proposals are submitted.

3.2. Bid Evaluation Procedure

a) Envelop / Stage 1: Preliminary Evaluation

- Preliminary Evaluation of Proposal**

An "Evaluation Committee" will perform an initial review of the proposals and they shall be scrutinized for the responsiveness as set in the mandatory criteria, and for the completeness of required supporting documents as required to establish the Eligibility Claim.

b) Envelop / Stage 2: Evaluation of Technical Proposal

- The bidders who qualify in Stage 1, will proceed to the Technical Evaluation of the bid.



- The bidder's technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP and bidder is required to provide details on the proposed solution adopting the evaluation framework.
- **Proposal Presentations:** The Committee will invite each bidder to make a presentation to TNH at a date, time and location determined by TNH. The purpose of such presentations would be to allow the bidders to present their proposal solutions to TNH and the key points in their proposals.
- The Evaluation Committee may undertake written clarifications from the bidders. The primary function of clarification in the evaluation process is to clarify ambiguities and uncertainties, if any, arising out of the evaluation of the bid documents.

c) Envelop / Stage 3: Evaluation of Financial Proposal

- The bidders who score 70% or more in Technical Evaluation will qualify for the Financial Evaluation.

3.3. Best Value Determination and Final Evaluation

a) Technical Score (TS)

The Bidder with the highest marks in technical bid will be awarded 100 "Technical Score (TS)" and subsequently other bidders will also be awarded "Technical Score (TS)" relative to the highest Technical Score (TS) awarded.

$$\text{Technical Score (TS)} = \left[\frac{\text{Bidder's Technical Marks}}{\text{Highest Technical Marks}} \right] \times 100$$

b) Financial Score (FS)

The Bidder with the Lowest Financial bid will be awarded 100 "Financial Score (FS)" and subsequently other bidders will also be awarded "Financial Score (FS)" relative to the Lowest Financial Score (FS) awarded.

$$\text{Financial Score (FS)} = \left[\frac{\text{Lowest Financial Bid}}{\text{Bidder's Financial Bid}} \right] \times 100$$

c) Computation of Composite Bid Score

The Composite Bid Score (CBS) is a weighted average of the Technical and Financial Score. The ratio of TS and FS is 70:30 respectively

$$\text{Composite Bid Score (CBS)} = ((\text{TS} \times 0.70) + (\text{FS} \times 0.30))$$



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The responsive bidder(s) will be ranked in descending order according to the Composite Bid Score, which is based on the above formula. The highest ranking bidder as per the Composite Bid Score (CBS) will be selected.

4. Annexures

4.1. Annexure-I: Format for Request for Clarifications

Sr. No	Section (name & No.)	Statement as per tender document	Questions	TNH response
1				
2				
3				
4				
5				
6				
7				
8				
9				
..				



4.2. Annexure-II: Technical Evaluation Parameters

Sl. No.	Criterion	Max. Marks	Documents Required
1	Bidder must have successfully implemented the offered HMIS system in a healthcare facility of similar size to TNH (+/- 20% of bed size of TNH i.e. 450 beds).		Annexure – VIII along with the customer reference details.
2	Resource profile including resumes of all key technical resources (as mentioned in Annexure IX) proposed for the assignment, Relevant assignment experience/ Years of experience/ Number of Certifications in HMIS Technology specific to Solution proposed.		Summary of key profiles and CV's as per the Annexure - IX along with Declaration from HR on Company Letter Head
3	Functional and Technical Requirement Compliance		Annexure – 6.1, 6.2, 6.3 of RFP Vol II
4	Presentation on: <ul style="list-style-type: none"> Approach and Methodology Resource planning Detailed Implementation Plan including timelines Exit Management & Transition Management Application Management and Support methodology and best-practices adopted Value Proposition 		Presentation cum Demonstration by the bidders
5	<ul style="list-style-type: none"> Demonstration of the proposed solution Use cases to be demonstrated by the bidder. The solution proposed by the bidder is expected to demonstrate maximum value/ benefit for the given use cases. 		Presentation cum Demonstration by the bidders
6	Successful implementation as evidence.		Presentation cum Demonstration by the bidders.



4.3. Annexure-IV: Mandatory Requirements

No	MANDATORY REQUIREMENT	RESPONSE YES/NO
1.	Proof of more than 5 years existence in the area of software development/ implementation/ IT services (<i>attach Copy of Certificate of Incorporation/Certificate of Registration.</i>)	
2.	Copy of valid Tax Compliance certificate, exemption or equivalent (Where the jurisdiction does not require tax compliance, please indicate so)	
3.	Must submit current CR12 (official confirmation by the Registrar of Companies of directors/shareholding) (<i>generated within the last 12 months</i>) or copies of identification cards for Sole Proprietors/Partnerships. (<i>Must Specify the shareholding</i>) or equivalent. Where the jurisdiction does not require declaration of directors/shareholders of a company, please indicate so.	
4.	Must provide a copy of valid business Trading License relevant to this tender or equivalent, where applicable	
5.	Must attach proof of purchase of tender documents	
6.	Duly filled, signed and stamped Form of tender, Price schedule and Confidential business questionnaire with all forms attached to it as provided.	
7.	Proof of registration with the Ministry of ICT or equivalent regulator for provision of ICT services.	
8.	Must provide Tender Security from a reputable bank amounting to KES. 8,000,000	
9.	Letter of availability for the assignment duly signed by the Chief Accounting Officer.	
10.	The company profile with a brief history about the company/ organization including senior management structure, affiliations and similar services provided, contact details and physical address.	
11.	Must submit copies of 3 audited financial reports (2021,2022 and 2023) certified by audit firm registered by the Institute of Certified Public Accountants (ICPAK) or equivalent where applicable.	
12.	ENSURE that all pages are sequentially paginated in the format 1, 2, 3 Starting with 1 on top page (<i>see details of pagination and binding on sub-section 2.3 of the tender document</i>).	

Note:

1. All the above documents numbered 1 to 12 should be packaged and arranged in that order under the preliminary evaluation criteria section of the RFP document.
2. Failure to comply with the above will lead to automatic disqualification.



4.1 Technical Evaluation Criteria:

Technical evaluation criteria will carry a maximum of 70% of the overall total evaluation score.

No.	Criterion	Max. Marks
1.	<p>Supply, install, configure and support and maintain HMIS</p> <p>a) Technical approach and methodology (12 marks) <i>Implementation methodology, Support & Maintenance Structure, Service Level Agreement, Documentation & Reporting</i></p> <p>b) Work plan (4 marks) <i>Allocated Resources, Project Scope Vs Timelines, Presentation (Gantt Charts etc.)</i></p> <p>c) Organization and staffing (4 marks) <i>Establishment (Representative Organogram, Functions, Help Desk and Support Escalation)</i></p>	20
2.	<p>Conformity to Technical Specifications</p> <p>i. Functional, Architectural and Performance Requirements, including suitability of the HMIS offered. (10 marks)</p> <p>ii. Service Specifications – Supply & Install Items, including achievement of specified performance criteria by the Information System. (5 marks)</p> <p>iii. Technology Specifications–Supply & Install Items. (2.5 marks)</p> <p>iv. Testing and Quality Assurance Requirements. (2.5 marks) <i>(Testing and Quality Assurance Methodology and outcomes. The bidder should define the Quality Management approach and methodology that will be used to ensure the system enhancements and support solutions provided are of expected quality and standards. The bidder must document the testing strategy to be used for the solutions provided indicating both testing plans and types to be used. Both technical and functional testing must be carried out.)</i></p> <p>v. Service Specifications– Recurrent Cost Items. (2.5 marks)</p> <p>vi. Support & Maintenance Structure, Service Level Agreement (SLA) (2.5 marks)</p> <p>vii. Implementation Schedule. (2.5 marks) <i>Work plan with actual deliverables (Milestones & Value Add)</i></p> <p>viii. System Inventory (Modules to be implemented and extent of implementation) (2.5 marks)</p>	30
3.	<p>Requirements of the Tenderer's Technical Team: (Attach CV, certified Academic Certificates and other certifications)</p> <p>a) Key Expert 1: Team Leader - [10 marks]</p> <ul style="list-style-type: none"> • General qualifications (Bachelor's degree in ICT related training) - 3 marks • Relevant Certification(s) of the proposed solution (Database, OS, etc.) - 2 marks • Project Management Professional Certification - 2 marks • Eight (8) years relevant experience in Information System administration and processes. - 3 marks 	



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No.	Criterion	Max. Marks
	b) Key Expert 2: Programmer 1 - [8 marks] <ul style="list-style-type: none">General qualifications (Bachelor's degree in ICT or ICT related field). – 3 marksRelevant certification in Database and operating system that works well with the proposed solution - 3 MarksFive (5) years relevant experience in System programming – 2 marks c) Key Expert 3: Finance Specialist - [6 marks] <ul style="list-style-type: none">General qualifications (Minimum degree in Finance). – 3 marksICPAK/ACCA or equivalent Certification– 1 markFive (5) years relevant experience in Finance Management - 2 marks.	24
4.	Must have an average turnover of at least USD 1 Million or KES 150 Million in the last three (3) financial years (2023,2022, 2021) in the sale, supply, and installation of HMIS systems to be supported by at least 3 purchase orders / Award Letters from the contracts (5 marks each)	15
5.	Provide 5 current reference letters from clients you have undertaken similar projects. (1 mark each)	5
6.	Transfer of knowledge and training program (relevance of approach and methodology) 5 marks <ul style="list-style-type: none">Relevance of training program- 1 MarkTraining approach and methodology – 2 MarksQualifications of experts and trainers- 3 Marks	6
Total		100

Only bidders who will attain a threshold score of 70% (56/80) and above in the technical evaluation will be considered technically responsive and subjected to financial evaluation.



4.2 System Demonstration

The bids that will be responsive at the technical evaluation stage, will be invited for a demonstration of the HMIS system proposed. Evaluation will be based on the following criteria:

Demonstration Score sheet

No	Key System Implementation Requirements	Max Score (20 marks)
1.	The tenderer to demonstrate the expert's knowledge of the system (hardware, software, and network knowledge)	12
2.	The tenderer should be able to demonstrate that the system incorporates support for new healthcare-related technologies such as Artificial Intelligence (AI), IoT and wearables, remote patient management and robotics.	5
3.	The system should be able to demonstrate the reporting functionality	3
	Total Demonstrated Score (TDS)	20
	Total Combined Score (TCS)- {TCS= TTS+ TDS}	100

The bidder to proceed to financial evaluation should have a combined score of 70 marks and above. Any bidder scoring below 70 marks will be considered to be non-responsive.

4.3 Financial Evaluation Criteria

Bidders scoring less than 70% in the technical evaluation stage and whose technical proposal fails to meet any of the mandatory criteria will not be recommended to proceed to the financial evaluation stage.

The financial proposal shall carry 30% of the marks, and the score shall be based on the R.F.P. prices.



The formula for determining the Financial Score (Sf) shall be as follows:

$$\text{SF} = 30 \times (\text{FM}/\text{F}) \text{ Where}$$

SF: is the Financial Score,

FM: is the lowest-priced financial proposal and

F: is the proposal under consideration.

Combined technical and financial scores:

The following formula shall be used:

$$\text{T.S (70\%)} + \text{F.S (30\%)} = \text{T.T.S (100\%)}$$

T.S. = Technical Score (as evaluated above)

F.S. = Financial Score (as evaluated above)

T.T.S. = Total Score

Total Score (TTS) = Technical Score (TS) + Financial Score (FS)

Award criteria

The firm that has achieved the highest score out of 100 marks (70-technical; 30-financial) will be considered for negotiation and subsequent award of the tender.



SECTION 5: STANDARD FORMS

5.1 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 applies to your type of business.

PART 1- GENERAL

Business Name

Location of Business premises.....

Country/Town.....

Postal Address.....

Code Town.....

Tel No.....

E-mail.....

Nature of Business

Part 2 (a) - INDIVIDUALS

Your Name in full

Nationality..... Country of Origin.....

Citizenship details

PART 2 (b) - PARTNERSHIP

Name	Nationality	Citizenship Details	Shares
------	-------------	---------------------	--------

1.....			
--------	--	--	--

2.....			
--------	--	--	--

3.....			
--------	--	--	--

PART 2 (c) - REGISTERED COMPANY

Private or Public.....

State the nominal and issue capital of the company.....

Nominal Kshs

Issued Kshs



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Give details of all directors as follows:

Name	Nationality	Citizenship Details	Shares
1.			
2.			
3.			
4.			



5.2 Form of Tender

THE NAIROBI HOSPITAL
P.O BOX 30026 - 00100,
NAIROBI, KENYA.

Dear Sir,

SUPPLY, IMPLEMENTATION, MAINTENANCE, AND SUPPORT OF HEALTH MANAGEMENT SYSTEM (HMIS).

Having examined the entire Tender documents the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide **Supply, Implementation, Maintenance, and Support of Health Management System (HMIS)** under this tender in conformity with the said Tender document for the sum

Tender sum..... (Words)

Kshs..... (Figure)

Delivery Time..... (Weeks)

If our tender is accepted, we agree to enter into a Bond for due performance of the contract with the Guarantor described herein. The Guarantor shall be a reputable bank (tier 1), and such a guarantor shall be to the approval of the client.

Further, this Tender, together with your written acceptance thereof and your award letter, shall constitute a Contract between us subject to the signing of the contract by both parties.

Our tender is complete and we have considered our entire obligation on matters necessary for total execution of this contract.

We understand that the lowest or any tender will not necessarily be accepted and that the clients shall not allow any claims we incur in preparing this tender.

TENDERER

Signature of Tenderer.....

(Company stamp).....

Name of Tenderer.....



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Address of Tenderer.....

Telephone Number (office).....

Mobile.....

E-mail Address.....

WITNESSED BY:

Signature of Witness.....

Name of Witness.....

Address of Witness.....

Telephone Number.....



1.1. Annexure-IV: Financial Proposal Format

Based on the information contained in this document, please provide a cost quotation in the format shown below. You should document any assumptions you have made in notes attached to the quotation. You are required to provide a binding quotation for the purpose of selection and contracting; however, it is recognised that there are areas of uncertainty, which it may not be possible to resolve without further analysis and work. In these circumstances, please quote a range of costs and indicate the work required and its cost for eliminating/minimizing the uncertainty.

All costs should include and clearly state all applicable taxes in Kenya and country of origin for all the areas of the financial proposal.

Particulars	Cost in KES (in Figures)	Cost in KES (in Words)
Total amount of financial proposal		



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1.2. Annexure-V: Financial Proposal Summary

SN	Description	Total Fee (KES) (in Figures)	Total Fee (KES) (in Words)
1.	Total cost of HMIS Licenses (including <i>HMIS software licenses, development environment and RDBMS license for proposed HMIS application</i>)		
2.	Annual Technical Support (ATS) Cost for HMIS for entire contract period.		
3.	Implementation Cost of HMIS System		
4.	AMS (Application Maintenance and Support) cost for HMIS Solution		
5.	Cost of Training sessions for all the End Users (based on approximately 1,800 users)		
6.	Data Migration Cost		
7.	Out of pocket expenses (OPE) including travel, lodging etc.		
8.	Other cost 1		
9.	Other cost 2		
10.	Other cost ...n		
11.	Total before tax		
12.	Value Added Tax		
13.	Total amount of financial proposal		



1.3. Annexure-VI: Format for Manufacturer's Authorization Form (MAF)

[To be submitted on HMIS OEM Company's Letterhead]

Date:

To:

The Nairobi Hospital
PO Box 30026-00100
Nairobi

WHEREAS _____ who are official
manufacturers/producers of _____ having
factories/ _____ development facilities at
_____ do hereby certify that
the _____ <<Bidder>> _____ is our Implementation
partner.

Yours faithfully,

Date:
(shouldn't be
earlier than one
month from the
date of bid
submission)

(Signature of the Authorized signatory of HMIS OEM)

(Name and designation of the of the Authorized signatory of
HMIS OEM)

Place:

(Name and rubber seal of the HMIS OEM)



1.4. Annexure-VII: Format for Undertaking on Exit Management and Transition

To:

Dear Sir,

Sub: Undertaking on Exit Management and Transition

I / We hereby undertake that at the time of completion of our engagement with TNH, either at the End of Contract or termination of Contract before planned Contract Period for any reason, we shall successfully carry out the exit management and transition of this Project to the TNH or to an agency identified by TNH to the satisfaction of the TNH as per the Terms and Conditions defined in the exit management plan approved by TNH. I/We further undertake to complete the following as part of the Exit management and transition:

We undertake to complete the updating of all Project documents and other artefacts and handover the same to TNH before transition.

We undertake to design standard operating procedures to manage system (including application and IT systems), document the same and train TNH personnel on the same.

If TNH decides to take over the operations and maintenance of the Project on its own or identifies or selects any other agency for providing operations and maintenance services on this Project, then we shall provide necessary handholding and transition support, which shall include but not be limited to, conducting detailed walkthrough and demonstrations for the IT Infrastructure, handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working / performance levels of the infrastructure, conducting Training sessions etc.

I/We also understand that the Exit management and transition will be considered complete on the basis of approval from TNH.

Yours faithfully,

Date:

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)

Place:

(Name and rubber seal of the Bidder)



1.5. Annexure VIII: Format for providing details of past projects of the Bidder

#	Items	Guidelines
1.	Name of the project	<Project Name>
2.	Client Details	<Client Name and Complete Address> <Contact Person's Name> <Contact Number> <Email ID>
3.	Scope of the project	<Provide short narrative description and details of the overall project scope>
4.	Scope of the work done	<Provide details of scope of work under contract>; <highlight key result areas expected and achieved>
5.	Duration of the project	<No. of Months and Years> <From: mm/yyyy> <To: mm/yyyy>
6.	UAT / Go-Live date	<dd/mm/yyyy>
7.	No of users	<XXXX>
8.	User License/Category type	
9.	Relevant work area/domain	<Specify the relevance of area of work / domain relevant to the requirements of this RFP>
10.	No. of locations	<Specify the no. of locations for implementation>



1.6. Annexure IX - Format for Submitting Profiles of key resources

#	Items	Guidelines
1.	Name of the personnel:	<Name of the personnel>
2.	Designation	<Designation in Bidding firm>
3.	Proposed position for the project:	<Responsibility Area in the project >
4.	Qualification:	<ul style="list-style-type: none">• <Degree-1><ul style="list-style-type: none">○ Academic institution graduated from○ Year of graduation○ Specialization (if any)• <Degree-2><ul style="list-style-type: none">○ Academic institution graduated from○ Year of graduation○ Specialization (if any)
5.	Professional Certifications:	<No. of years>
6.	Total years of experience	<No. of years>
7.	Years of experience in present company	<No. of years>
8.	Project wise IT professional experience details: (Only relevant projects)	<Name of the project and client> <ul style="list-style-type: none">• Key project features in brief• Relevance to the project in brief

The following are the minimum key expert requirements.

Personnel	Degree	Certification	Experience
Program Manager	Minimum Bachelor's Degree in Information Technology, Software Development, Engineering	Project Management certifications	At least 8 years' experience in project management and having managed at least 3 projects of similar nature
Tech Lead	Minimum Bachelor's Degree in Information Technology, Software	Project Management credential/ Technical	At least 8 years' experience and having led a multi-



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	Development, Engineering	Certifications in Infrastructure/Applications.	disciplinary team in 3 projects of similar nature
Domain experts	Minimum Bachelor's Degree in relevant area of study	Subject matter experts in HMIS.	At least 5 years' experience in relevant domain and implementation of similar projects
Infrastructure Specialist	Minimum Bachelor's Degree in Information Technology, Software Development, Engineering	Certification in Virtualization, Networks, server management, etc.	At least 5 years' experience in relevant domain
Database Specialist	Minimum Bachelor's Degree in Information Technology, Software Development, Engineering	Certification in the proposed database	At least 5 years' experience in relevant domain
BI and Analytics Expert	Minimum Bachelor's Degree in Information Technology, Software Development, Engineering	Certification in Business Intelligence tools	At least 5 years' experience in relevant domain
Training Expert	Minimum Bachelor's Degree	Training certification	At least 5 years' experience in training the end users



1.7. Annexure X - Format of Non-Disclosure Agreement

[To be submitted on Company's Letterhead]

Date:

To:

The Nairobi Hospital
PO Box 30026-00100
Nairobi

STRICTLY PRIVATE & CONFIDENTIAL

Dear Sirs

CONFIDENTIALITY AGREEMENT

- I. In connection with your consideration of tendering for this RFP with The Kenya Hospital Association ("The Hospital"), The Hospital in respect of the Request for Proposal regarding the Hospital Management Information System will provide you with information concerning the The Hospital, operations.
- II. As a condition to, and in consideration of, you being furnished by or on behalf of The Hospital with information, data, materials or experience, whether written, mechanical or oral ("Confidential Information") relating to the Request for Proposal you undertake:
 - a. to keep the Confidential Information completely and strictly confidential;
 - b. not to disclose the whole or any part of the Confidential Information to any person (subject to paragraph 3 and 5 herein) unless authorized in writing by The Hospital;
 - c. subject to (d) below, not to use the Confidential Information for your own benefit, other than to appraise the possible transaction, or for the benefit of anyone other than The Hospital;
 - d. to use the Confidential Information only for the purpose for which it is supplied by The Hospital;
 - e. to maintain the Confidential Information as The Hospital's property;
 - f. not to disclose to any other person that you are engaged in discussions or working with The Hospital in relation to the proposed transaction;
 - g. where any Confidential Information is marked or described as "Privileged" (whether as attracting legal professional privilege or howsoever) to acknowledge and accept the privilege vested in such Confidential Information ("Privileged Information") and to treat the same as privileged and, further, to acknowledge that your access to such Privileged Information is not, and shall



- not be deemed by you to be, any waiver of privilege on the part of The Hospital in respect of Privileged Information; and
- h. to use all reasonable endeavors, whether requested by The Hospital or not, to maintain privilege in the Privileged Information at all times.
- III. This obligation of confidentiality and maintenance of privilege shall not apply to information which you can prove in writing:
- a. was generally in the public domain at the time of disclosure; or
 - b. was lawfully in your possession prior to such disclosure and was not acquired directly or indirectly from The Hospital or any company associated with The Hospital or from a third party under an obligation of confidence; or
 - c. is or becomes public knowledge by act or acts other than those of you or any person related to you; or
 - d. is information furnished to you without restriction by any third party having a bona fide right to do so.
2. For the purposes of this paragraph 2, no Confidential Information shall be deemed in the “public domain” or “in the receiver’s possession” merely because such information is embraced by more general information.
3. The term “person” as used in this agreement shall be broadly interpreted to include without limitation any corporation, company, partnership or individual.
- IV. You shall restrict access to the Confidential Information to your Directors, Officers, employees and professional advisers who need to know the same for the purpose of appraising and investigating the Business (“Permitted Persons”) and you shall use best endeavors to ensure that the Permitted Persons shall not divulge the Confidential Information (and, in particular, Privileged Information) to any other person and shall deal with the Confidential Information solely in accordance with this agreement. Furthermore, you accept strict liability for any breaches of this agreement by your Directors, Officers, employees, representatives and advisers.
- V. You will not, and you shall procure that the Permitted Persons will not, contact any Director, Officer, employee, representative or adviser of The Hospital or the Business other than those specifically designated for the purpose of the proposed transaction.
- VI. All tangible forms of Confidential Information, including, without limitation, all summaries, copies and excerpts of any Confidential Information, shall be the sole property of The Hospital, and shall be immediately delivered by you to us upon our request or upon termination of your interest in the proposed transaction for whatever reason and you will not retain any copies or other reproductions in whole or in part of such material. You will use your best efforts to destroy or expunge from any computer or other electronic database all notes, analyses, studies, memoranda or other documents prepared by you or Permitted Persons which contain or are derived from, in whole or in part, the Confidential Information. Notwithstanding the return



or the destruction of the Confidential Information, you will continue to be bound by your obligations of confidentiality and use hereunder with respect to all Confidential Information.

- VII. Without our prior written permission, you shall not and shall use your best endeavors to ensure that the Permitted Persons referred to above do not disclose to any other person the Confidential Information or Privileged Information unless disclosure is required to be made under any applicable laws, codes of conduct and/or industrial relations practices.
- VIII. In the event that you are requested or required by document subpoena, civil investigative demand, interrogatories, request for information or other similar process to disclose any information supplied by The Hospital or The Hospital's representatives, you shall provide us with prompt notice of such request so that we may seek (in so far as practicable) an appropriate protective order or waive any compliance with the provisions of this agreement.
- IX. You confirm that you are acting in this matter as principal and not as agent or broker for any other person.
- X. No failure or delay by The Hospital in exercising any right, power or privilege hereafter shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
- XI. The Hospital shall be under no obligation to accept any offer or proposal related to this agreement.
- XII. You acknowledge and recognize that any breach by you of this agreement could injure The Hospital irreparably. Therefore, in case of any breach you shall be liable to pay the hospital general or specific damages which shall be determined by the court and shall be equal to the damages suffered by the Hospital. Accordingly, The Hospital shall also be entitled to seek any orders or any other remedies available in equity to enforce its rights hereunder even after the termination of the agreements entered between the Hospital and yourself.
- XIII. Your obligations hereunder shall also extend to information acquired from The Hospital in connection with the proposed transaction prior to the signing of this agreement.
- XIV. You understand that neither The Hospital nor any of its representatives makes any express or implied representation or warranty as to the accuracy or completeness of the information. You agree that neither The Hospital, nor any of its representatives or advisors shall have any liability to you or any of your representatives or advisors resulting from the information, errors therein or omissions there from. You shall be entitled to rely solely on the representations and warranties made to you in any final purchase agreement.



Request for Proposal (RFP) for the supply, implementation, maintenance and support of Hospital Management Information System (HMIS)

- XV. Neither you nor any of your associated companies nor any representative or adviser to whom Confidential Information is disclosed will for a period of two years from the date hereof either directly or indirectly solicit for employment any Director, Officer or employee of the Business if they have been taking an active role in the transaction process, of The Hospital.
- XVI. This agreement shall be interpreted and construed according to Kenyan law and be subject to the non-exclusive jurisdiction of the Kenyan courts.

Yours faithfully

The Chief Executive Officer

Confirmed and agreed to:

By:

Title:

Date:



1.8. Annexure XI – Format for Debarment

[To be submitted on Bidder Company's Letterhead]

Date:

To:

Sub: Undertaking of Clean Track Record

Dear Sir,

With reference to the above subject, we hereby wish to inform that, _____<Name of the Firm> _____hasn't been debarred by any Central / State Government Department / Institution as on the date of submission of the Bid and there has been no litigation with any Department / PSU / Corporation in Central / State Government which may have any impact on our ability to deliver the project (if awarded) or under a declaration of ineligibility for corrupt or fraudulent practices as on date _____.

We hope that this undertaking provided hereinabove shall suffice the purpose. In case you need and further clarification, we would be glad to provide the same.

Yours faithfully,

Date:

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)

Place:

(Name and rubber seal of the Bidder)



1.9. Annexure XII - Litigation History

Name of Bidder or partner of a Joint Venture

Bidders, including each of the partners of a Joint Venture, shall provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of a Joint Venture.

Year	Award FOR or AGAINST Bidder	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value, US\$ equivalent)



1.10. Annexure XIII - Bid-Securing Declaration

RFP: *[insert: title and number of RFP]*

To: *[insert: name and address of TNH]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we, and in the case of a Joint Venture all partners to it, will automatically be suspended from being eligible for participating in bidding for any contract with you for the period of time of *[Purchaser insert: number of months or years]*, in case of, and starting from the date of, breaching our obligation(s) under the bidding conditions due to:

- (a) withdrawing our bid, or any part of our bid, during the period of bid validity specified in the Bid Submission Form or any extension of the period of bid validity which we subsequently agreed to; or
- (b) having been notified of the acceptance of our bid by you during the period of bid validity, (i) failing or refusing to execute the Contract Agreement, or (ii) failing or refusing to furnish the performance security, if required, in accordance with the Instructions to Bidders.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the period of bid validity.

If the submission of alternative bids was permitted, and in case we did submit one or more alternative bids, this Bid-Securing Declaration applies to these parts of our bid as well.

Signed: *[insert: signature of person whose name and capacity are shown below]*

Name: *[insert: name of person signing the Bid-Securing Declaration]*, in the capacity of *[insert: legal capacity of person signing the Bid-Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert: name of Bidder]*

Dated on _____ day of _____, 20__

[add Corporate Seal (where appropriate)]

[Note to Bidders: Joint Ventures need to ensure that, their Bid-Securing Declaration meets the requirements for Joint Ventures as stated in the ITB Clause on "Securing the Bid".]



1.11. Annexure IV - Bid Security (Bank Guarantee)

[insert: Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: *[insert: Name and Address of TNH]*

Date: *[insert: date]*

BID GUARANTEE No.: *[insert: Bid Guarantee Number]*

We have been informed that *[insert: name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert: bid date]* (hereinafter called "the Bid") for the execution of *[insert: name of contract]* under Invitation for Bids No. *[insert: RFP number]*.

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee, and that the bid guarantee automatically covers any alternative bids included in the Bid, if the Bidder is permitted to offer alternatives and does so.

At the request of the Bidder, we *[insert: name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert: amount in figures]* (*[insert: amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn the Bid (or any parts of it) during the period of bid validity specified by the Bidder in the Bid Submission Form or any extension of the period of bid validity which the Bidder subsequently agreed to; or

(b) having been notified of the acceptance of the Bid by you during the period of bid validity, (i) failed or refused to execute the Contract Agreement, or (ii) failed or refused to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bid's validity.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[Signature(s)]

[Note to Bidders: Instructions on amount and currency can be found in the RFP Clause for "Securing the Bid." Joint Ventures need to also ensure that their Bank Guarantee meets the requirements for Joint Ventures as provided in the same Clause.]



II. Volume II: Functional and Technical Specifications



1. The Nairobi Hospital Background

1.1 Introduction

Opened in 1954, The Nairobi Hospital (“the hospital”) has excelled in medical expertise and services provision and has deservedly earned recognition throughout East Africa and beyond as an advanced diagnostic, treatment and referral centre. Expansive investment in latest technology and medical equipment has enabled us establish leadership in medical procedures both in Kenya and outside.

1.1.1. Vision

The renowned modern patient-centered healthcare facility in an atmosphere of trust, safety and comfort.

1.1.2. Mission

To offer exceptional multi-specialty healthcare services by harnessing innovative, dynamic & integrational patient-centered strategies, towards achieving sustainable growth.

1.1.3. Our Values

The Nairobi Hospital is guided by the following values:

- **Dedication:** We are dedicated to offering patients and their families’ efficient service and great value for their money.
- **Empathy:** We are devoted to providing a warm, friendly and caring environment in which patients can recover.
- **Inspiration:** We are an organization that inspires our staff to achieve the extraordinary and develop the best careers.
- **Quality:** We pursue superior performance and quality in all we do, to build and preserve the Hospital’s clinical, organizational and financial strength.
- **Partnerships:** We recognize the value of strong internal and external partnerships to accomplish our goals.
- **Integrity & Accountability:** We ensure to do what we say we will do, and corresponding virtue of holding up well under high levels of accountability.

1.2. The Nairobi Hospital Profile

The Nairobi Hospital is the leading provider of healthcare services throughout East Africa and beyond. Equipped with the latest technology and highly skilled specialists we are able to undertake a wide range of procedures from routine investigations to complex surgeries like open heart and kidney transplants. Our Commitment is to give quality healthcare with a



difference.

Patient care is undeniably our first concern and their privacy, dignity and confidentiality is highly respected.

1.2.1. Our History

Initially, set up as a European Hospital in 1954, the main objective was to provide the white settlers with superior health care facilities; the other objective was to purchase land and build other Hospitals. The initial properties purchased were the Maia Carberry Nursing home (Now the University of Nairobi Dental School); the Princess Elizabeth Hospital (now the Government Dental School) and the old Polo Ground where the new European Hospital was built (current location).

In 1950, a company was formed to own and manage The Nairobi European Hospitals: this company is what we now know as the Kenya Hospital Association (KHA). The New European Hospital was re-named as 'The Nairobi Hospital'.

1.2.2. Services on Offer

1.2.2.1. CLINICAL DIVISION

This division is responsible for diagnosis and treatment of the patients and covers Accident and Emergency, Laboratory, Pharmacy, Radiology and the Rehabilitation Unit.

1.2.2.2. ACCIDENT AND EMERGENCY CENTRE

The Nairobi Hospital has a modern, well-equipped and staffed Accident & Emergency Centre that handles both emergencies and non-emergency cases. The 24-hour centre is equipped with a pharmacy, X-ray Unit and CT scanner and is linked to the Laboratory to facilitate quick evaluation of the patients. The Accident and Emergency Centre is staffed by qualified professionals.

A fully equipped theatre is also located at the centre to manage both minor and major operations for patients brought in from trauma related incidences like road traffic accidents and disasters like rail and air mishaps.

1.2.2.3. LABORATORY

The Nairobi Hospital Laboratory falls under Clinical services division and consists of seven sections namely Histopathology and Cytology, Clinical Chemistry, Haematology and Blood Transfusion, Special Chemistry, Microbiology and TB, and Blood Donor Services)

The hospital laboratory has been involved in the formation of the National Statutory Board for



Laboratory practice and is actively involved in keeping the profession alive in this country. The Laboratory has been accredited with ISO 15189:2012 – Accreditation of Medical Laboratories

1.2.2.4. PHARMACY

The pharmacy department has thirteen outpatient pharmacy outlets; six at the Main Hospital and seven at our out-patient centres; each headed by a senior pharmacist. Patient and clients are assured of reliable late night pharmacy services at all our pharmacy outlets and 24-hour outpatient pharmacy services at the main hospital in a secured environment.

The Nairobi Hospital procures all medicines and medical supplies only from registered suppliers thereby guaranteeing our patients quality medicines at all times.

The pharmacy has a Drugs & Poison information Centre.

1.2.2.5. RADIOLOGY

Radiology Department is one of the major diagnostic units of The Nairobi Hospital and falls under Clinical Services Division. The department provides diagnostic imaging services using state-of-the-art equipment. It has embraced the latest information and communication technology to provide quality imaging services.

1.2.2.6. PHYSICAL MEDICINE CENTER

The Rehabilitation unit comprises of 3 units namely Physiotherapy, Occupational Therapy and Speech Therapy Units. The Centre is unique in all dimensions as patients are closely monitored in all respects for continued progression in recovery. We use hands on therapy and mobilization techniques to create pain free movement. Our insight identifies the specific cause of the body pain you are experiencing; we apply best practice techniques during consultation and prescribe a self-management program to accelerate the recovery.

1.2.2.7. ANDERSON MEDICAL CENTRE

The Anderson Medical Centre opened its doors to the public in July 2005. It is named after Mr. Rudolf Anderson who was the first chairman of the European Hospital Association between 1950 and 1954. He later became the chairman of the Kenya Hospital Association Board and served between 1954 and 1956. The clinic houses several clinics which are held at different times on different days – some in the morning and others in the afternoon/evening.



These clinics include Paediatric Clinic, Antenatal Clinic, Postnatal Clinic, Family Health, Diabetes Clinics, Chest Clinic, Lamaze, Well Baby Clinic, Family health, Child welfare Clinic and Immunization Clinic.

1.2.2.8. NURSING CARE

Once patients are admitted, the Nursing Care Division takes charge in ensuring that the patient is well taken care of. Theatre and maternity services are also offered. The main nursing services are delivered in our wards which are categorized as surgical wards, medical wards, a paediatric ward, specialized care and Theatres.

1.2.2.9. INTENSIVE CARE UNIT (-ICU-) & HIGH DEPENDENCY UNIT (HDU)

The Critical Care Unit at The Nairobi hospital provides comprehensive care for unstable and critically ill patients in urgent need of advanced monitoring and intensive care treatment. These services are carried out in precision, synchronization and coordination of multi-disciplinary team in the advanced ICU with unwavering commitment and team work.

The critical care team at the Hospital has highly skilled nurses and doctors who receive special training to handle critically ill patients. The unit has a bed capacity of 13 with 24-hour doctor coverage. Each patient has a nurse assigned to them to provide continuous close monitoring. The ICU's unique design enables the medical team to have a full view of all patients at all times. Each of the bed has state of the art technology that enables the staff to monitor patient's vital signs continually.

1.2.2.10. NORTH WING

In 2012, the Board of Management, initiated the redevelopment of North Wing to meet the current high end health care demands, emerging health seeking behaviour of our clients, and future hospitality trends around the world predicated on comfort, safety and trust.

Twelve suites have been developed to the highest international standards informed by the desire to exceed guest expectations. These include three presidential suites, six premier suites and 3 deluxe suites. The suites are just not luxurious rooms, but are fully fledged ICU rooms if need arises.



1.2.2.11.PAEDIATRIC WARD

To address the increasing demand for specialized children's facility and general ward beds by our customers, the Paediatric and general ward centre is underway. This is a 60-bed facility covered in two floors. The ground floor holds a paediatric ward which will have 10 private en-suite rooms and 16 general ward beds. The first floor will be a general ward with 30 beds.

1.2.2.12.THEATRES

The Nairobi Hospital has six theatres - 3 main theatres, one labour ward theatre, an Accident and Emergency theatre and Day Surgery Unit theatre. The theatres are equipped with the latest technology operating equipment and are maintained with the highest level of sterility. Emergency operations take priority over elective cases.

1.2.2.13.SHORT STAY CENTRE

This facility was established in an effort to reduce patient length of stay in the hospital and contain costs in healthcare, aware of the fact that many patients require medical/surgical interventions that do not need long stay. The Hospital also took cognizance of the fact that Short Stay facility would relieve bed occupancy for long stay patients and keeping up with the modern medical technology that target marketing strategy to reduce costs and increase turnover recognizing the pressure on ward bed.

The facility has 18 beds, theatres, dental facilities, highly specialized in-vitro fertilization services amongst others and houses the day surgery and endoscopy units.

1.2.2.14.THE CANCER TREATMENT CENTER

The Nairobi Hospital offers state-of-the-art cancer treatment programs in an atmosphere of trust, safety and comfort. We know how important it is to receive quality, professional medical care when you or your family needs it most. The Cancer Treatment Centre at The Nairobi Hospital fulfils these needs. Specialists at The Cancer Treatment Centre also have extensive experience in the diagnosis and treatment of every kind of cancer.

The Cancer treatment centre has a variety of advanced treatment and patient care services, including:

- Brachytherapy
- Radiotherapy



- Chemotherapy
- Radioactive Iodine Treatment
- Support groups
- Nutritional Services

1.2.2.15.ENDOSCOPY

The Nairobi Hospital's Endoscopy unit uses the LUCERA 260 Endoscopy equipment a state of the art HDTV Endoscopy Unit. The unit sees patients on a daily basis on appointment.

1.2.2.16.OBSTETRIC

The obstetric department strives through innovation, guidance and care, to develop and provide for women and the new-born, exemplary health services which are responsive to the needs of the local and countrywide community and in accordance with WHO policies.

1.2.2.17.CARDIAC CATHETERIZATION LABORATORY

A cardiac catheterization is a highly specialized test that gives accurate information about the heart anatomy and function. An angiogram visualizes the selected blood vessels in detail to determine if and to what extent they are diseased. It also gives information on various aspects of the chambers of the heart.

The test is carried out in the cardiac catheterization laboratory which is equipped with specialized X-ray and electronic equipment designed to perform these tests. The state of the art flat panel digital angiography system (Siemens Axiom Artis dTC) was installed in our new ultramodern Catheterization Laboratory. The facility comprises the examination room, control room, clean and dirty utility rooms, female and male changing rooms, preparation and recovery room, scrub area, staff room and reading room.

1.2.2.18.THE CICELY MCDONELL SCHOOL OF NURSING

The Cicely McDonell School of Nursing at The Nairobi Hospital was established in 1956 to train Kenya Registered Nurses (KRN). It is one of the largest privately run Nursing Schools in the country and produces nurses whose national examination results and professional performance are exemplary.

The school offers two programmes namely Basic Nurse Education for Kenya Registered Nurses



and Post Basic Programmes including Higher Diploma in Preoperative Theatre Nursing Course. The School also offers an upgrade course from the Kenya Enrolled Community Health Nurses (KECHN) to Kenya Registered Community Health Nurses (KRCHN). The program is implemented through Electronic (E) Learning and paper based learning.

1.2.2.19. OPERATIONS AND SUPPORT SERVICES DIVISION

The Operations division comprises of the Maintenance, Laundry, Catering and Food service departments. These departments are key and all serve as key support services to aid the quick recovery and comfort of the patients in the Hospital. The division oversees Security, Housekeeping, Gardening and Courier services. Our catering unit is ISO 22005 certified and is complimented by a dietetics unit and a food service team.

1.2.2.20. MEDICAL LIBRARY

The Nairobi Hospital medical library strives to offer efficient services and relevant Information Resources on demand and anticipates in order supporting human resources development, research and scholarly activities within and without the Hospital. The library offers electronic multimedia services and has a huge database of books, videos tapes and journals. The library is a source of the latest information in the medical world and keeps its customers up to date.

1.2.2.21. DOCTORS PLAZA

The Doctors plaza is a three storey building with 70 consulting suites for doctors. The plaza has a laboratory and pharmacy, a restaurant with an open garden area. Adequate parking facility for patients, customers and doctors has been catered for and an additional 140 parking spaces are available. It is served by two lifts and all IT and communication facilities are in place to interconnect the Plaza with the main Hospital.

1.2.3. Geographical Presence

The Nairobi Hospital Headquarter Campus is strategically located at Upper hill area on Ralph Bunche Road. The hospital has six (6) satellite locations located in various locations in and around Nairobi:

1. Warwick Centre Outpatient Centre
2. Galleria Mall Outpatient Centre
3. Capital Centre Outpatient Centre



4. Rosslyn Riviera Outpatient Centre
5. Kiambu Outpatient Centre
6. Southfield Mall Outpatient Centre

The centres are equipped with state of the art equipment and resources to enable prevention, treatment and maintenance of good health. The staff works closely with patients to develop a plan of care that guarantees quality.

In addition, the out-patient centres have a stand-by Ambulance fully equipped, with medical items and personnel for in-patient cases, which are transferred to the Main Hospital.

Services Offered:

1. Accident and Emergency Services
2. Laboratory Services
3. Radiology and Imaging Services (X-rays, CT scans and Ultrasounds including obstetric)
4. Pharmacy Services
5. Physiotherapy Services and sales for physiotherapy products.
6. Travel and Routine vaccines.

Clinics:

1. Paediatric Clinic
2. Antenatal /Gynaecology Clinic
3. Well baby Clinic
4. Well Woman/Man Clinic



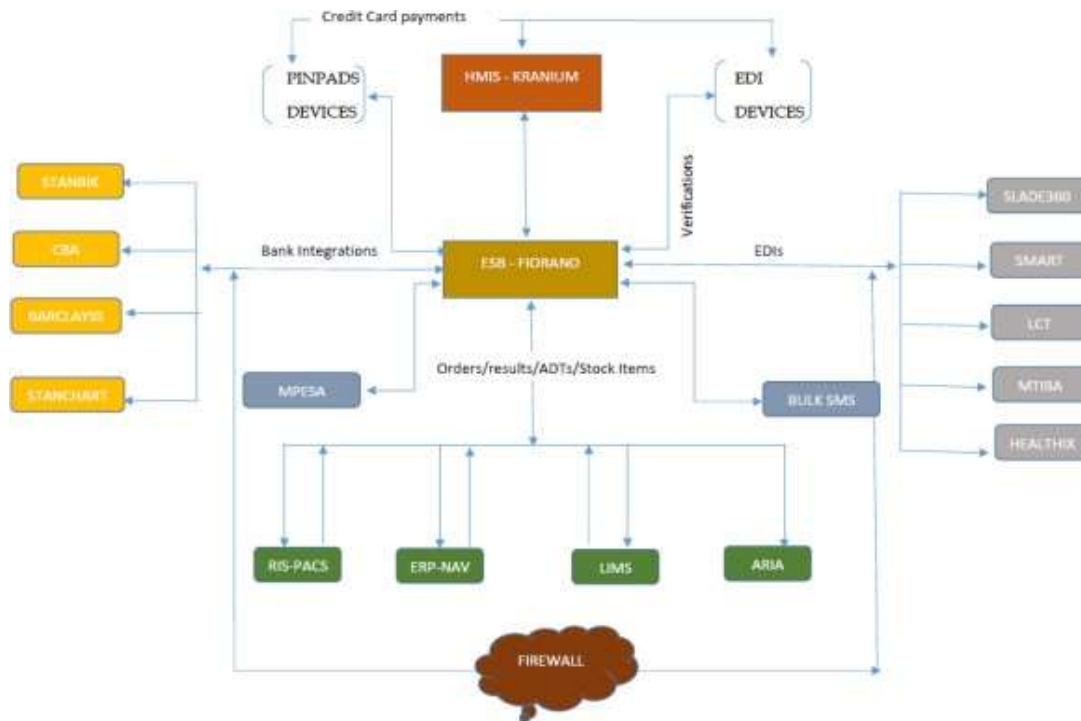
1.3. Current IT Landscape

1.3.1. Applications in use

Application Name	Function
MS Dynamics NAV	Financials, purchasing and storesmanagement (ERP)
HRIMS	Payroll and leave management
Tilil	SMS Service
SharePoint	Document sharing, collaboration,process flows
Kranium	Runs TNH's functions includingpatient administration, billing, nursing/clinical records, and pharmacy
Labware	Automates laboratory processes andoperations
Fuji	A radiology information system used to manage radiology operations (medical imagery andassociated data and for tracking radiology imaging orders) and reporting of studies
Aria	Used to manage oncology operations including treatment regimes
EDI Smart/Slade Healthix/Cigna MTIBA/Liaison NHIF	Identification and validation of insured members, balance deduction and e-claims generation
QMS	Used for Queue Management
Micromedex	Pharmacy drug database
Elsevier	Clinical Education
QPulse	Quality management and compliance reporting software
OPAC – Koha	Library management system
LAN Support	Helpdesk Management System
Fiorano	Middleware/Enterprise Service Bus



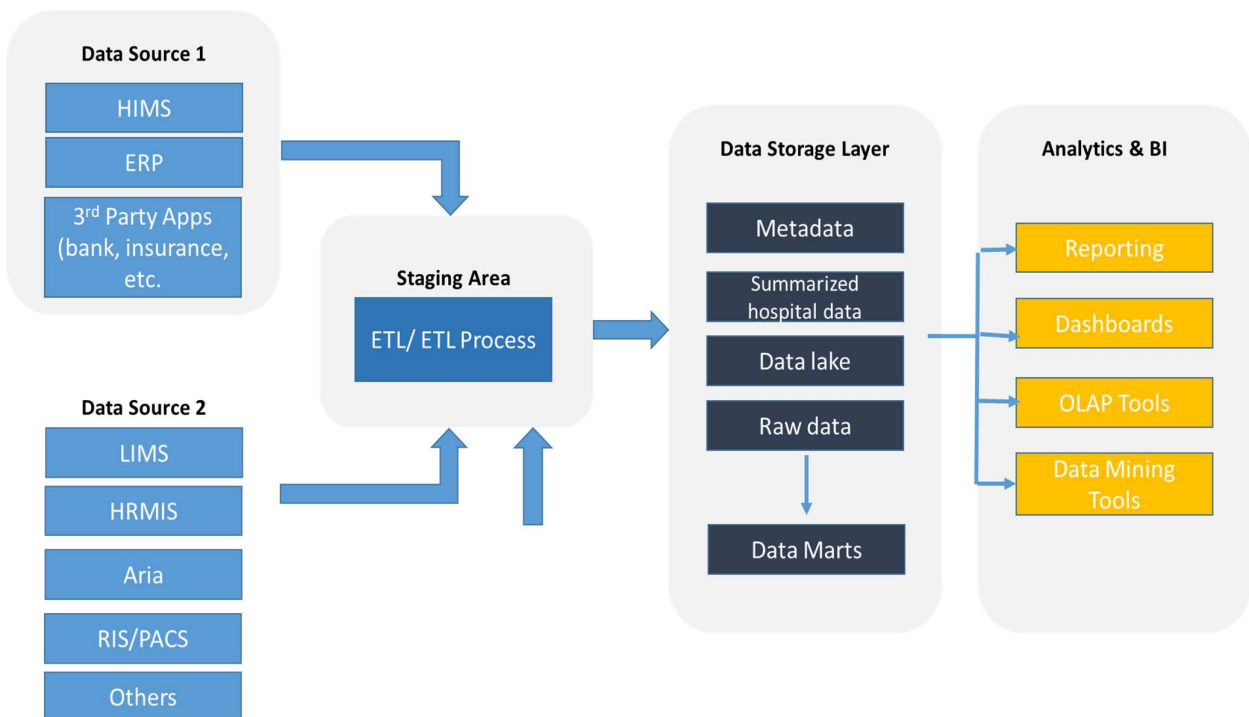
1.3.2. Application Integration Architecture





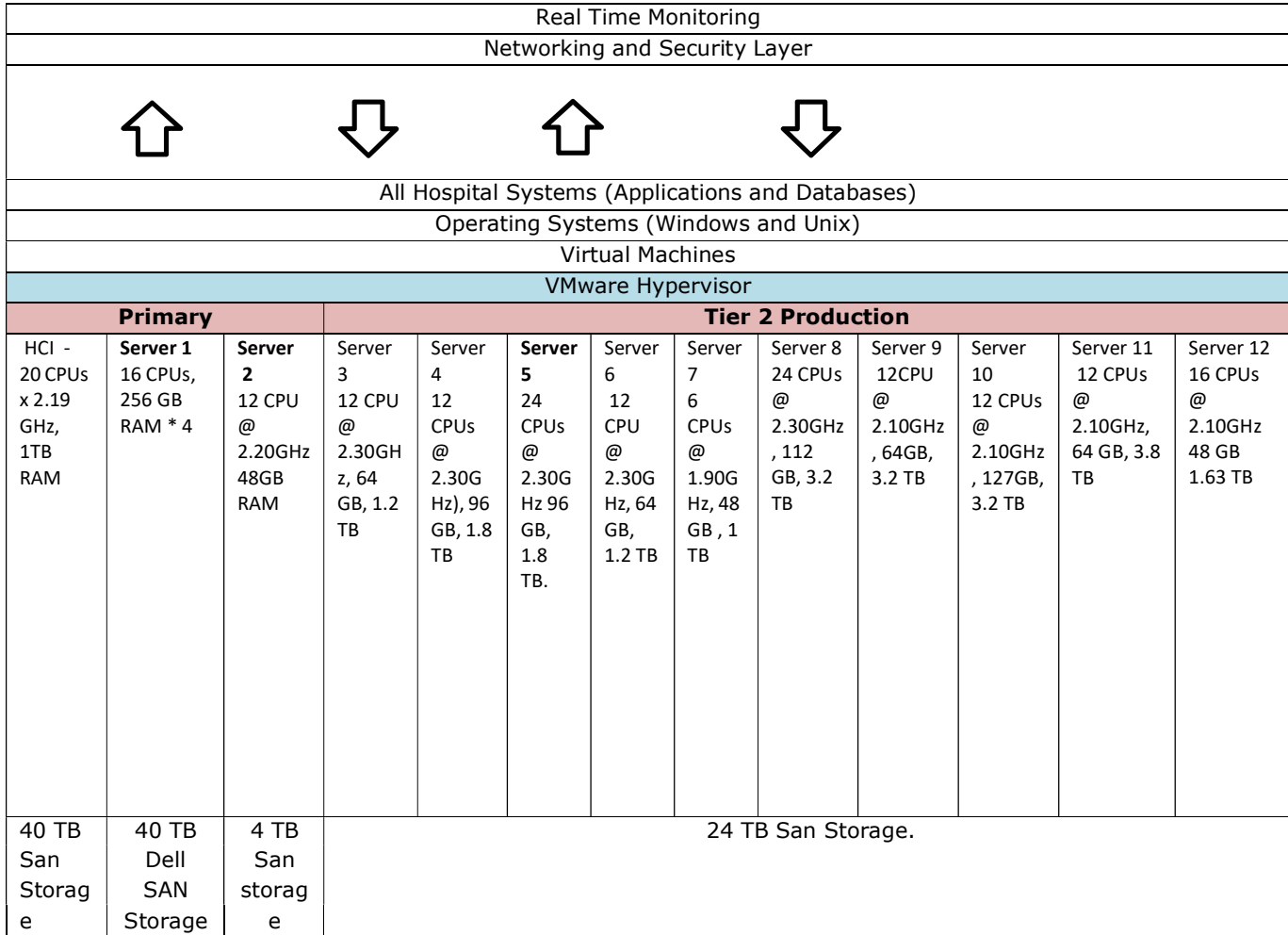
Future Architecture

The above System Architecture is for reference purpose only, bidder can propose an enhanced System Architecture which must cater to all the requirements mentioned in the RFP. The application and/or system for integration and data capturing, could have different web interfaces, front-end, back-end or databases etc., HMIS system should be able to cater to all therequirements mentioned in the RFP.





1.3.3. Current Infrastructure Topology





2. Schedule of Services - The Scope

The successful bidder under this project would be engaged to implement the solution and providing complete support in its functioning for the stipulated time-period. The system will be implemented for all the agreed scope of the TNH.

The successful implementation of this project requires the successful bidder to provide quality and timely services to TNH. All the activities performed by the successful bidder during different phases of the project shall be closely monitored by TNH. The bidder is strongly advised to carefully read the Schedule of Services and quote accordingly.

The broad schedule of services for the successful bidder during the period of contract/ engagement would include and any other scope item to satisfy all the requirement of this RFP:

- a. Perform a requirement study and prepare Business Blueprint document along with Design Documents
- b. Configuration and Implementation of HMIS application (including development of bespoke functionalities/ modules/ sub-modules/ application)
- c. Integration of existing applications/Portals as specified in Vol II section 2.7 of the RFP. The successful bidder must be able to integrate to any ERP system that TNH chooses to onboard.
- d. Design and development of Mobile Application for TNH as specified in RFP
- e. Data migration from existing (legacy) applications to the proposed (new) applications
- f. Application testing i.e. unit testing, integration testing, system testing, regression, load, stress and performance testing
- g. User Acceptance Testing (UAT) of the system
- h. Hosting of solution on Data Centre (high availability) and Disaster Recovery Centre
- i. Commissioning of HMIS application and mobile application for TNH
- j. Create, submit and maintain Documentation of all the requirement documents, project plan, design and architectural documents, blueprint document, data migration plan, testing documents (test plans, test cases and test results), UAT plan and report, training documents (training plan, curriculum, training feedback reports, user and training manuals), Monthly and quarterly compliance reports and all other project related documentation
- k. Go-Live of HMIS application and mobile application for TNH
- l. Training and capacity building
- m. Application Maintenance and Support (AMS) of HMIS application
- n. ATS (Annual Technical Support) from OEM should be made available till the expiry of the project

The details of services provided by the bidder is as follows:

2.1. Business Process Analysis

The successful bidder shall study the Business Processes to supplement the understanding gathered from the high-level business processes included in this RFP document. Therefore, implementer's objective should be to develop comprehensive understanding of the existing



business processes of TNH before designing/ proposing the HMIS solution.

2.2. Requirement Study and Preparation of Business Blueprint and Design

The implementer shall carry out detailed requirement study for preparing the Business Blueprint Document along with Design Documents for implementation of HMIS application in line with the Project Schedule.

Preparing the Project Implementation Plan is also an essential part of the project; hence it is expected from the implementer to perform following task very meticulously before finalizing the project implementation plan.

- a. Although, an indicative FRS has been provided in the RFP, the bidder is responsible to carry out an independent business process and requirements study at TNH to thoroughly understand the functional and operational processes of TNH by:
 - i. Interacting with concerned officials and understanding the whole purpose
 - ii. Reviewing the existing systems, processes, and existing application software
 - iii. Understanding / assessment of data migration requirement, strategy and data migration plan
 - iv. Understanding / assessment of data inputs and outputs requirements by collecting all input forms, registers and report formats of TNH
 - v. Understanding / assessment of existing applications from prospective of integration with proposed applications
 - vi. Collecting the formats of all existing report, application, forms etc. to incorporate in the new HMIS applications
- b. Conducting a detailed assessment of the functional, technical and operational requirements including the requirements which are not mentioned in RFP. All these requirements shall be part of the Business Blueprint for system implementation
- c. Identify the core application modules/ sub-modules proposed to be implemented/ developed and rolled out under this project
- d. The implementer shall carry out the study of the existing IT systems for the exact requirement of interfacing/ integration and data migration from the existing legacy applications
- e. The implementer shall also be required to assess hardware and networking requirement for TNH i.e. Desktops/ Laptops for internal users, upgradation of existing infrastructure, network etc. for the successful usage of HMIS system without facing any bottleneck from hardware and network capacity side.
- f. Based on the above study, preparing the Business Blueprint Document clearly highlighting the gaps and the best practices available in the proposed HMIS solution. The document will indicate the additions / modifications that need to be made to the business processes in view of the implementation



-
- g. The implementer shall obtain the Sign-off on Business Blueprint Document from TNH
 - h. Based on the approved Business Blueprint Document, finalize the Design Documents
 - i. Preparation and submission of Project Implementation Plan, Resource Deployment Plan, Implementation Governance Structure, Design Documents and Requirement Documents (including technical, non-technical, functional, operational requirements etc.).

2.3. Supply of Software

- a. The successful bidder shall supply latest version of the HMIS application software available at the time of procurement
- b. The HMIS licenses should be perpetual and shall not be restricted based on modules/function and location
- c. The offered HMIS product license for all the users should be cross functional and interoperable between the implemented modules
- d. The software provided should have the OEM ATS (Annual Technical Support), warranty and support for the entire contract period
- e. Testing Tools, software for implementation, data migration etc. shall be part of the offered solution
- f. All support services including updates, upgrades and patches for all HMIS modules shall be provided by the bidder within 45 days from the release by the OEMs for the entire contract period. It's the responsibility of the successful bidder to implement the updates, upgrades, patches etc. for TNH
- g. All the licenses must be in the name of TNH and TNH will not make any separate payment whatsoever it may be to the OEM.
- h. The unit price of all the different type of licenses as quoted in the price bid should remain firm and valid for the contract period, if the Purchaser desires to procure any type of licenses in addition to the number of licenses as per the RFP.

2.4. Arranging equipment, software and tools for Development and Testing of HMIS solution

The successful bidder shall be responsible for arranging equipment, software and tools (along with all the necessary licenses, wherever applicable) required for development, customization, modification, testing of the HMIS solution.

2.5. Implementation of HMIS Application

- a. Implementation of HMIS Application includes design, customization, configuration, deployment and commissioning of all HMIS functionalities/module(s)/ sub-module(s) to comply with the business needs of TNH. The implementation shall be based on the approved Business Blueprint and Design.
The implementation methodology and approach have to be based on the global best practices in order to meet the defined Service Levels during the AMS phase
- b. Any other work required or custom development to complete the proposed HMIS application as per the requirement of TNH



- c. The implementation shall be based on automated workflow management system. If required, the successful bidder may use any workflow management software for building all the required workflow features in the HMIS application
- d. Configuring the specific system modules and third-party applications (if any)
- e. The successful bidder will also be responsible for deploying the applications on the Infrastructure with adequate support of the ICT team of TNH
- f. The successful bidder shall develop a Mobile Application for TNH which would be in accordance with the TNH requirements as stated in this RFP
- g. Carry out testing of the HMIS application including unit testing, integration testing, and system testing etc. along with User Acceptance Testing (UAT)
- h. Conducting various testing including Load Testing, Performance Testing etc. and making necessary changes in the proposed application based on such test results
- i. All tools required for load testing and performance testing should be standard. In case any third-party tools are required

2.6. TNH Mobile Application

- a. Specific functionalities of HMIS applications shall also be available as Mobile Application for Android and iOS platform
- b. Mobile Application should cater all the functionalities specifically mentioned for Mobile application in FRS.

2.7. Integration with HMIS Applications

- a. The successful bidder will be responsible for integration of HMIS system with the following:
 - i. Legacy Systems of TNH (Details mentioned in Annexure – 6.4)
 - ii. ERP system
 - iii. Helpdesk number with HMS (Helpdesk Management System)
 - iv. Payment gateway (MPesa)
 - v. SMS gateway
 - vi. E-mail gateway
 - vii. Standard industry databases such as drug databases, etc.
 - viii. Document Management System (DMS)

2.8. Data Migration

- a. The successful bidder is expected to carry out an independent exercise for assessment of data source, data format, and data fields and number of records before data migration, however tentative details are provided in the RFP for estimation purpose
- b. The successful bidder shall provide detailed data migration plan, data migration strategy and data migration templates to TNH for data migration works.
- c. The successful bidder shall define proper validations, tracking and reporting and correction procedures for migration of data from the existing database/ any other format shared by the TNH



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- d. Correct migration and uploading of data to the DMS/HMIS system (including master and transaction data) shall be the responsibility of the successful bidder
 - e. 100% validation of data from the end of the implementer and random validation from the end of TNH, shall be carried out before uploading/migration of Data to the upcoming HMIS system
 - f. The HMIS system should be fully compatible for data exchange/ enable data migration with existing systems being used by TNH

2.9. Testing of HMIS Application

- a. Preparation and submission of detailed testing plan and strategy
- b. Prepare and share various test cases and scenarios
- c. Performing unit testing, integration testing, system testing and load testing
- d. Conducting testing of various components/ modules of HMIS and Mobile Application
- e. Taking corrective steps based on the testing reports i.e. rectifying the software issues/ bugs reported during the testing
- f. The test results along with details/ report of action taken shall be submitted to TNH

2.10. Acceptance Testing

Before accepting the application and provide sign-off for Go-live of the HMIS application, the successful bidder has to complete Acceptance Testing, which comprises of entire application testing and User Acceptance Testing. Details of Acceptance Testing is as follows:

- a. The successful bidder shall undertake Acceptance Testing to verify that the HMIS application and all the components meets stated requirements, standards, specifications and performance. The following are the parameters against which acceptance testing would be conducted:
 - i. Functional requirements for HMIS
 - ii. Technical requirements
 - iii. Infrastructure (hardware and software) compliance review
 - iv. Quality review of migrated data and data generated by the HMIS application
 - v. Performance testing including load testing
 - vi. Security testing
 - vii. Integration Testing
 - viii. Manageability of HMIS application
 - ix. SLA monitoring and reporting system
 - x. Project documentation and strategy/ plan for periodic updates
- b. The successful bidder shall be required to submit following before notifying the department for Acceptance Testing:
 - i. Preparation and submission of detailed User Acceptance Testing (UAT) plan for Sign-off



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- ii. Prepare and share various UAT test cases, scenarios and results for Sign-off
 - iii. Submit system test cases with results to TNH for review and verification at the time of UAT
- c. The successful bidder shall notify TNH formally to begin the UAT of the proposed HMIS application
 - d. UAT shall be done jointly by TNH, bidder and the consultants appointed by TNH (if any)
 - e. The successful bidder shall assist TNH in carrying out UAT of HMIS application
 - f. Rectifying the HMIS application issues/ bugs reported during the testing up to the satisfaction of TNH
 - g. TNH may reject any module/ system or any part thereof that fails to pass any test or do not conform to the specifications/ TNH's requirements. The successful bidder shall rectify such rejected process/ module or parts thereof or make alterations necessary to meet the specifications and shall again perform the testing
 - h. Final approval of UAT of the HMIS application shall be given by TNH after successful testing by TNH users. This is the responsibility of the successful bidder to obtain the UAT approval from TNH.

2.11. Commissioning of HMIS and Mobile Application

- a. Only after the successful completion of User Acceptance Testing (UAT) and Operation Acceptance Testing (OAT), the HMIS application shall be deployed on the production environment.
- b. The successful bidder shall be responsible for installation, integration, testing and commissioning of the HMIS application, along with all the allied equipment, software, updates, patches etc. at the hosting environment as and when needed
- c. Only after successful deployment of HMIS application, the HMIS system would be deemed to have been commissioned.

2.12. Documentation

- a. Preparation of the documents like but not limited to, Business Blueprint document, Design documents, Project Implementation Plan, Data Migration Plan, Training Plan, Test Cases, Scenarios and Results, Software Code (for bespoke part in softcopy format), User Manuals, Training Manuals, Maintenance and Support Manual, Administrator Manual, Security Policy, Detailed List of Inventory Items and any other necessary document as per the latest and acceptable standards
- b. Updating all above mentioned documents time to time, especially whenever there is any change and/or update/ change in the HMIS application. Submit all the updated documents to TNH
- c. Obtaining sign-off for all the documents from TNH.
- d. Provide OEM documentation with every unit of the software/ equipment supplied. The language of the documentation should be in English only. The technical documentation should include illustrated catalogues/ reference manuals/ technical manuals and operation manuals.



2.13. Go-live of HMIS Application

- a. After the successful commissioning of HMIS application and all ancillary in-scope applications and receiving sign-off on UAT, the system would be finally declared as Go-live and the HMIS system shall enter into Application Maintenance and Support(AMS) phase
- b. Successful commissioning shall mean successful implementation with real/live business data entered by the end user of TNH
- c. The successful bidder would also be issued a commissioning certificate by TNH after randomly testing the transactions defined with real time data

2.14. Training and Capacity Building

Functional Training of staff is essential for ensuring that the implementation of HMIS is actually put to use. Therefore, the successful bidder shall also ensure proper training to the designated end- users and administrators on the HMIS system to make them well conversant with the functionalities, features and processes built in the proposed system.

- a. Training could have multiple sessions as per the need and requirement of the project/application. Hence, the successful bidder shall conduct Training Needs Analysis of all the concerned staff and chalk out a systematic training plan. The training duration should be sufficiently long for effecting meaningful assimilation of training content by an average user. There should be sufficient number of trainers in every training session for conducting the training program.
- b. Training Plan: The successful bidder shall provide comprehensive and detailed training plan describing the proposed approach and methodology, calendar/ timelines, course contents, course duration, training materials, training tools, training logistics, etc.
- c. The content of the training plan and schedule shall be prepared by the successful bidder in consultation with TNH at an appropriate time. The successful bidder shall submit the final document for approval to TNH before initiating the training activity.
- d. The selected bidder shall arrange for training sessions for all end users on individual basis or TOT (Training of Trainers) model.
- e. The successful bidder will make the necessary arrangements for training sessions of selected TNH staff for TOT model, for each software application/ module.
- f. For each software application/module, the venue (online or physical) and timing for the training shall be decided jointly by TNH and the successful bidder.
- g. Re-training of the above staff is required whenever significant changes are implemented in the HMIS application and/ or personnel.
- h. Assessment of Training Effectiveness: Evaluate effectiveness of training programs and workshops by obtaining formal feedback from each participant after completion of each training program/ workshop. The successful bidder will be responsible for re-conducting the training of the whole batch in case the average score is less than 70% and the additional cost of such re-training sessions shall be borne by the successful bidder.
- i. The requisite training infrastructure like space, seats etc. shall be provided by TNH in consultation with the successful bidder.



- j. The successful bidder shall conduct training sessions at the location(s) prescribed by TNH (either online or physical) and each training session should be of 8 hours which shall include minimum 6 hours of training.
- k. The successful bidder shall provide training material like handouts, user manual (role based) etc. for all HMIS modules, website, mobile app.
- l. Training material should be provided in hard and soft copies both. The successful bidder shall ensure that all the training documentation in Hard copy and Soft copy is in place and approved by TNH (user training manuals, operation procedures, visual help-kit etc.).
- m. The cost incurred on carrying out the training at TNH's prescribed location(s) shall be borne by the successful bidder which includes trainer's and other support team member's fees/ salary along with all incidental expenses like travelling, lodging-boarding, local conveyance etc.
- n. TNH will bear its own expenses related to travel and lodging of its personnel.
- o. The successful bidder should also provide online help corner for the users and upload user manuals, save and maintain FAQs online so that users can obtain system specific technical/ functional help online as and when required

2.15. Warranty

- a. The successful bidder shall warrant that the HMIS System (including mobile application) configured and/ developed for TNH shall have no defects arising from design or workmanship or any act or omission of the successful bidder. The warranty shall remain valid for the Contract period on all the items supplied as per the Contract.
- b. Warranty will start from Go-live.
- c. The successful bidder shall apply latest upgrades for all the hardware components after appropriate testing during the entire warranty period. TNH will not pay any additional costs separately for warranty.
- d. The tool should have the capability to Download Patches/ Upgrades etc. directly from the OEM Support Portal

2.16. Application Maintenance and Support (AMS)

The responsibilities of the successful bidder during the AMS period, which shall start after Go-live and end at stipulated date of completion of the Contract, are provided below:

- a. The successful bidder shall provide Application Maintenance and Support (AMS), which shall include maintenance and technical support for the implemented HMIS application.
- b. The successful bidder shall implement ITIL (latest version) compliant Service Management solution best catered to support all the functions of TNH. As such, the successful bidder is expected to provide services as per ITIL (IT Infrastructure Library) standards with performance levels meeting or exceeding Service Level Agreement (SLA) agreed between TNH and the successful bidder.



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- c. The successful bidder shall be responsible for overall administration, operations, monitoring and maintenance of the deployed HMIS system
 - d. The successful bidder shall make available and implement all upgrades including patches/ updates/ service packs etc. in proposed HMIS application and related software/ tools during the AMS period.
 - e. The successful bidder shall also be responsible for database administration, data back-up, data archiving, data security and other technical assistance.
 - f. Carry out Preventive Maintenance services at least once in a quarter (3 months).
 - g. Corrective Maintenance services to be carried out as and when required.
 - h. If any other third-party OEM software/ tool/ hardware is involved in the process, the bidder shall arrange the support from that OEM also for the same period.
 - i. The successful bidder shall transfer the ownership of the HMIS application and Mobile Application along with the source code (for all bespoke code developed for TNH) modules or sub-modules developed/ customized/ configured/ procured exclusively for TNH. All the licenses and support related documents should be in the name of TNH.
 - j. In the event any of the key resource leaving the project/ employment with the successful bidder, the same shall be replaced within 15 days with another resource of equivalent minimum qualifications and experience. All such events should be notified prior to TNH well within time.
 - k. Post completion of the Term of Contract, TNH in its own discretion, may extend the AMS contract on mutually agreed terms and conditions maximum for another 2 years, one year at a time.

During AMS phase, the successful bidder shall be responsible for (including following and any other to satisfy all the requirement of this RFP) the compliance of provisions contained in subsequent sections:

2.16.1. Technical Support or Enhancements through Change Requests (CRs)

- a. During this phase, the successful bidder shall deploy adequate number of technical resources onsite for providing technical support for the entire AMS period.
- b. TNH may at any time, by a written order given to the successful bidder, make changes within the general scope of the agreement i.e. Designs, specifications, requirements which software or service to be provided under the agreement, are to be specifically developed and rendered for the TNH.
- c. The change request/ management procedure will follow the following steps:
 - i. Identification and documentation of the need for the change: The information related to initiator, initiation date and details of change required and priority of the change will be documented by TNH.
 - ii. Analysis and evaluation of the Change Request: Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analyzed and



documented by the bidder using standard industry practices.

- iii. Approval or disapproval of the change request: TNH will approve or disapprove the change request including the additional payments, after discussion with the successful bidder on the impact of the change on schedule.
 - iv. Implementation of the change: The change will be implemented in accordance to the agreed cost, effort, and schedule by the successful bidder.
 - v. Verification of the change: The change will be verified by the TNH on implementation of the change request.
 - vi. Documentation of verified Change Request: Release note has to be prepared by the bidder and submit to TNH for approval.
- d. The successful bidder is required to provide detailed profile of the team proposed for technical support during AMS phase, in its Technical Proposal.
 - e. The bidder shall be responsible for Fixing bugs/ issues, functionality enhancements, patches to cater changes (including tax, legal, statutory and policy requirements), modification or enhancement to existing business processes, incremental integrations with external systems throughout the contract period, changes to organizational structure, configurations and customizations.
 - f. The successful bidder will ensure the availability of the Technical support from the OEM throughout the period of contract.
 - g. Process of managing Change Requests is detailed in the RFP

2.16.2. Helpdesk Support (L1 support)

- a. The successful bidder shall implement ITIL (latest version) compliant Service Management solution best catered to support all the functions of TNH. The successful bidder shall implement ITIL compliant help desk processes like Change Control & management Procedure, Incident & Problem management approach etc. The successful bidder shall utilize helpdesk tools, which are ITIL compliant and are open for integration with other enterprise management tools like EMS/NMS system etc.
- b. The successful bidder shall setup a Centralized Helpdesk for TNH for entire AMS period HMIS application.
- c. During Application Maintenance and Support (AMS) period, the successful bidder shall deploy adequate team of Helpdesk support engineers 24x7 for entire AMS period.
- d. The Helpdesk support team will be accessible to all the end users of the system.
- e. Helpdesk resources should have prior similar experience and should be trained on the implemented HMIS application.
- f. The Helpdesk shall be understanding and resolving the internal user's queries/ issues regarding use of HMIS system. If it can't be resolved or technical in nature, then communicate it to the next level and create a ticket (L2/L3).
- g. The successful bidder shall deploy a standard Helpdesk Management System (HMS) for TNH for management of helpdesk calls and for SLA reporting and calculation purpose.



- h. The successful bidder shall submit the HMS generated call log report and ticket analysis including the trend to the designated nodal officer on monthly basis and as and when required by the TNH.
- i. Helpdesk staff shall communicate the issues raised with technical team for permanent resolution of the same.
- j. Helpdesk staff shall escalate the problem to the Project Manager and backend technical team and maintain the log/ status of the escalations.
- k. The successful bidder shall take feedback from the user regarding quality of resolution provided, time taken in providing the resolution, performance and quality of HMS.
- l. The helpdesk resource should be able to communicate with the callers in English language.

2.16.3. Monthly Reporting

The successful bidder shall submit the monthly report to TNH which shall include major activities carried out by different deployed teams, detailed report generated from HMS along with SLA calculation etc. The detailed format of the report shall be discussed and finalized by the bidder in consultation with TNH before entering into the AMS phase.

2.16.4. Project Management

- a. The successful bidder shall deploy a full-time designated “Project Manager” who would be the single-point of contact (SPOC) for TNH for monitoring day-to-day progress on the Project.
- b. The Project manager would be required to interact regularly with TNH to address issues or provide updates regarding project progress. To facilitate this interaction, a Program Management Unit (PMU) would be constituted by the TNH. The Project Manager will interact with the PMU for any issue related with Project or cooperation for the success of the project.
- c. The project manager/ project management team shall co-ordinate with various internal as well as external stakeholders.
- d. The successful bidder shall ensure that day-to-day issues related to the implementation of proposed HMIS application are handled and resolved immediately.
- e. The successful bidder shall also monitor risk management related aspects and possible delays in project implementation.

2.17. Project Monitoring and Reporting

- a. The successful bidder shall describe the proposed project monitoring and reporting methodology in the technical proposal of this RFP.
- b. During implementation stage, the successful bidder shall submit a written monthly project progress report to TNH for review of the progress made in the project. The frequency of report submission can be modified mutually during critical phases of the Project.
- c. The successful bidder shall report exceptions and issues that require immediate attention of TNH on a regular basis.



- d. The Project Management team of the successful bidder will be responsible for updating the Program Management Unit (PMU)/ Steering committee of TNH in progress review meetings to be held at periodic intervals.

2.18. Authorization, Security and Access

- a. The successful bidder shall assist TNH in formulating appropriate security/ authorization, control policy to prevent unauthorized access to the HMIS application components e.g. programs, data, screens and outputs.
- b. The successful bidder shall build adequate access rights and control mechanism into the proposed HMIS system.

2.19. Knowledge Transfer

- a. Towards the end of the contract period, the successful bidder will be required to provide necessary handholding and transition support for a period of six (6) months, to the TNH staff or any other agency that is selected for maintaining the system. The handholding support will include but not be limited to, conducting detailed walkthrough and demonstrations, handing over all relevant documentation, addressing the queries/ clarifications of the TNH/ new agency with respect to the working/ performance levels, conducting training sessions etc.
- b. Knowledge Transfer is an integral part of the scope of work of the successful bidder. This will have to be done even in case the Contract with the successful bidder ends or is terminated before the planned timelines.

2.20. General Scope

- a. Asset management services i.e. creation of a database of all the IT software assets, record installation and removal of any asset and inform TNH even if it is temporary, register all the licensed software with the respective OEMs and maintain the registration details.
- b. Configuration management services i.e. maintaining the record of all the software configurations, to ensure that no unwarranted changes are carried out, version management of the configurations, accessibility of the configurations only to the admin and designated officials.
- c. Vendor management services i.e. coordination with external vendors/ OEMs etc., maintaining the database of all the vendors with their contact details.
- d. To ensure that the application design and implementation takes care of necessary security aspects such as data safety, access controls, integrity, backup measures.
- e. The successful bidder shall ensure that none of the quoted components and sub-components is declared end-of-sale, end-of-life, and end-of-support by the respective OEM during the entire contract period. If, the OEM declares any of the products/ solutions end-of-sale subsequently, the successful bidder should ensure that the same is supported by the respective OEM from its date of deployment till the end of the contract period. The successful bidder shall submit MAF from the OEM clearly mentioning that the product shall not be declared end-of-sale/life/support for the entire contract period.



- f. The successful bidder will be responsible for the generation and submission of necessary documentation required during the entire project by TNH.
- g. The successful bidder will be responsible for maintaining the required performance levels as per the agreed SLA failing which the penalty, as applicable and as define in the subsequent sections of this RFP document, shall be imposed on the successful bidder.

3. Functional Requirement Specifications (FRS)

- a. The detailed Functional Requirement Specifications for HMIS is provided in Annexure 6.1 (Vol – II)

4. Technical Requirement Specifications (TRS) and non-Functional Requirements (NFR)

The detailed Technical Requirement Specifications is provided in Annexure 6.2 (Vol – II)

5. Service Level Agreement

Service Level Agreement (SLAs) define the quality and timeliness of service delivery during the Application Maintenance and Support (AMS) phase of a project. SLA helps TNH sustain the planned business outcomes from the solution deployed on a continued basis over a sustained period of time.

5.1. Purpose of this Agreement

- a. The purpose of this SLA is to clearly define the service level standards in terms of quality and timelines to be provided by the successful bidder and further enforce it. SLA in this project shall be in effect for the entire AMS period.
- b. The SLA is designed to:
 - i. Define unambiguously the service level standards expected from the successful bidder and also ensure that the desired/agreed level of services are rendered to TNH
 - ii. Motivate the successful bidder to ensure the service standards are up to the mark
 - iii. Draw the urgent attention of the successful bidder in case there is any issues in the service levels or service level falls below the agreed/desired level
 - iv. Provide a tool to TNH to control and ensure the service levels provided by the successful bidder
 - v. Avoid imposing penalty on the successful bidder without valid reason

5.2. Escalation Mechanism

The SLA provides the Levels of support to be provided by the successful bidder along with other important information like criticality of reported incident, incident escalations, responsible office(s) and expected time to resolve the incident. The following characteristics are used to identify the



severity of an incident.

- a) Business and financial exposure
- b) Work outage
- c) Number of end-users affected
- d) Workaround
- e) Acceptable resolution time

A given problem must be judged against each of the characteristics to make an overall assessment of which severity level best describes the incident. The designated officer and selected bidder's helpdesk staff may jointly determine the initial severity rating for the report.



Table 1: Escalation Matrix

Escalation Level	Severity Codes	Responsible Officer
Level 1	Critical High Medium Low	1) Bidder's service desk executive / SPOC 2) Designated officer of TNH
Level 2	Critical High Medium Low	1) Project Manager 2) Designated officer of TNH
Level 3	Critical High Medium Low	1) Project Director 2) Head of ICT at TNH

5.3. Service Windows & Severity Levels

Table 2: Types of Business Days

Sr. No.	Business Day Type	Duration of Business Hour Type
1	Prime Business Days (PBD)	1) Last 20 days of each financial year 2) Special organized camps such as vaccination camps, cancer awareness week, camp for heart patients etc. (will be intimated to the successful bidder 1 week in advance) 3) Any Pandemic and Medical Emergency situation such as COVID19, any declared medical emergency etc. (will be mutually discussed and agreed)
2	Business Days (BD)	Days except PBD, Sundays and national holidays
3	Non-Prime Business Days (NPBD)	Sundays and national holidays



Table 3: Types of Business Hours

Sr. No.	Business Hour Type	Duration of Business Hour Type
1	Prime Business Hours (PBH)	1) 08:00AM to 08:00PM, 12 Hours (Monday to Sunday)
2	Non-Prime Business Hours (NPBH)	1) Hours except PBH

Table 4: Business Day and Business Hour (BDBH) wise Severity Matrix

Sr. No.	Business Day Type	Business Hours Type	Severity Level
1	Prime Business Day (PBD)	Prime Business Hours (PBH)	Critical
2	Prime Business Day (PBD)	Non-Prime Business Hours (NPBH)	High
3	Business Days (BD)	Prime Business Hours (PBH)	High
4	Business Days (BD)	Non-Prime Business Hours (NPBH)	Medium
5	Non-Prime Business Days (NPBD)	Prime Business Hours (PBH)	Medium
6	Non-Prime Business Days (NPBD)	Non-Prime Business Hours (NPBH)	Low

Table 5: Application Module / Functionality wise Severity Matrix

Sr. No.	Application Module / Functionality	Severity Level
1.	<ul style="list-style-type: none"> Application Modules / Functionalities directly used to serve inpatients Application Modules / Functionalities related to revenue recognition (payment related modules) 	Critical
2.	<ul style="list-style-type: none"> Application Modules / Functionalities directly used to serve outpatients Application Modules / Functionalities affecting back-office processes related to Finance Management, Procurement Management. 	High



5.4. Service Levels

Following service levels will be applicable during the entire maintenance period:

Table 8: Service Levels

Sr. No.	Severity Level as per Application Module / functionality	Severity Level as per BDBH Matrix	Response Time / Acknowledgement of Problem	Resolution Time
1.	Critical	Critical	Within 15 minutes of reporting	Within 2 hours of acknowledgement
2.	Critical	High	Within 30 minutes of reporting	Within 6 hours of acknowledgement
3.	Critical	Medium	Within 1 hours of reporting	Within 12 hours of acknowledgement
4.	Critical	Low	Within 2 hours of reporting	Within 24 hours of acknowledgement
5.	High	Critical	Within 30 minutes of reporting	Within 6 hours of acknowledgement
6.	High	High	Within 1 hours of reporting	Within 12 hours of acknowledgement
7.	High	Medium	Within 2 hours of reporting	Within 24 hours of acknowledgement
8.	High	Low	Within 3 hours of reporting	Within 36 hours of acknowledgement
9.	Medium	Critical	Within 1 hours of reporting	Within 12 hours of acknowledgement
10.	Medium	High	Within 2 hours of reporting	Within 24 hours of acknowledgement
11.	Medium	Medium	Within 3 hours of reporting	Within 36 hours of acknowledgement



Sr. No.	Severity Level as per Application Module / functionality	Severity Level as per BDBH Matrix	Response Time / Acknowledgement of Problem	Resolution Time
12.	Medium	Low	Within 4 hours of reporting	Within 2 days of acknowledgement
13.	Low	Critical	Within 1 hours of reporting	Within 24 hours of acknowledgement
14.	Low	High	Within 2 hours of reporting	Within 36 hours of acknowledgement
15.	Low	Medium	Within 3 hours of reporting	Within 48 hours of acknowledgement
16.	Low	Low	Within 1 working day of reporting	Within 3 days of acknowledgement

5.5. Penalties in case of Failure to meet Service Levels

Following penalty shall be applicable on the successful bidder in case of non-compliance to service levels (asprovided in table above):

Table 7: Penalties in case of Non-compliance

Sr. No.	% of Non-Compliance	Applicable Penalty (% of the quarterly payable amount)
1.	<= 1%	No Penalty
2.	> 1 % but <= 2%	1%
3.	> 2 % but <= 3%	2%
4.	> 3 % but <= 4%	3%
5.	> 4 % but <= 5%	4%
6.	> 5 % but <= 10%	10%
7.	a) After 10% of non-compliance, 10% of additional penalty will be applicable for next 10% slab of non-compliance. b) Maximum penalty applicable on the successful bidder would be 20% of the quarterly payable amount. Post which TNH may ask the successful bidder to conduct the RCA and may decide to terminate the contract in case the successful bidder is not able to fix the same.	

5.6. SLA Supervision

- a) **Recording of Issues / Incidents:** All the issues / incidents will be recorded in HMS as per the categories explained above. Also, the entire lifecycle (record to resolve) including different levels (L1/L1.5/L2/L3, as per the solution proposed by the successful bidder), should be recorded in the system.



- b) **Performance Reporting Procedures:** The successful bidder shall prepare the SLA performance reports of each quarter in an agreed upon format by the 10th calendar day of subsequent quarter. The reports will include details of each and every incident reported to the successful bidder i.e. date and time of receiving email/call, date and time of response/acknowledgement email, date and time of resolution provided for the reported problem, name of the module/functionality which notworking up to the mark, severity level of the module/functionality, severity level as per the Business Day and Business Hour (BDBH) matrix, complied to the service level or not?, total number of incident reported, total number and % of compliance to the service levels, total number and % of non-compliance to the service level etc. Performance reports along with all the documentary proofs i.e. extracts from the tools etc. and will be submitted to TNH. However, actual performance reporting mechanism, format and list of supporting documents will be discussed and finalized by the successful bidder with TNH before entering into project maintenance phase.
- c) **Monitoring and Auditing:** TNH or its authorized representative (or consultant appointed by TNH) will be responsible for monitoring the performance of the successful bidder against the SLA parameters each quarter, or at any periodicity defined in the contract document/mutually decided by the both the parties. The review / audit report prepared based on the performance report, will form basis for any action relating to imposing penalty. Any such review/audit can be scheduled as and when required. The results will be shared with the successful bidder as soon as possible. TNH reserves the right to ask the successful bidder to provide performance report anytime during the contract period and to appoint a third-party auditor to validate the SLA.

5.7. SLA Change Control

- a) The present SLA has been worked out on the basis of current business needs of TNH. However, as the system evolves over the time, the TNH's business needs also evolve over the course of the contract period. In view of this requirement of changing the SLA may also arise.
- b) Any request for change in the service levels provided during the term of this agreement shall be documented and negotiated in good faith by both parties. Either party can request for a change. Changes will be documented as an addendum to SLA and consequently the contract.
- c) If in case there is any confusion or conflict between Final RFP document and the Contract, the Contract and subsequent amendments, if any, shall prevail.

5.8. SLA Change Process

- a) Both the parties may amend this SLA by mutual agreement in accordance.



- b) Changes can be proposed by either party.
- c) Normally the forum for negotiating SLA changes will be TNH's review meetings.

5.9. Version Control

All negotiated SLA changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred.

5.10. Issue Management Process

This process provides an appropriate management structure for the orderly consideration and resolution of business and operational issues in the event that quick consensus is not reached between TNH and the successful bidder. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at lower management levels.

- a) Either TNH or the successful bidder may raise an issue by documenting the business or technical problems, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- b) TNH will determine which committee or executive level should logically be involved in resolution.
- c) A meeting or conference call may be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- d) Management of TNH and the successful bidder will develop a temporary, if needed, and the permanent solution for the problem at hand. The successful bidder will then communicate the resolution to all interested parties.

5.11. Exclusions

The successful bidder will be exempted from any non-compliance/delays/slippages on SLA parameters arising out of following reasons:

- a) Delay in execution due to delay (in approval, review etc.) from TNH's side. Any such delays will be notified in written to TNH
- b) Force Majeure



6. Annexures

6.1. Detailed Functional Requirements – HMIS

Attached in excel format with this RFP package in the Hospital website. Please fill and submit via tenders@nbihosp.org



RFP Vol II Annexure
6.1 Detailed Functional Requirements

6.2. Detailed Technical Requirement Specifications (TRS) and non-Functional Requirements (NFR)

Attached in excel format with this RFP package in the Hospital website. Please fill and submit via tenders@nbihosp.org



RFP Vol II Annexure
6.2 Detailed Technical Specifications and non-functional Requirements



III. Volume III: General Condition of Contract (GCC)



1. Definitions and Interpretation

1.1. Definitions

1.1.1. **Adverse Effect:** means material adverse effect on

- (a) the ability of the Bidder to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or
- (b) the legal validity, binding nature or enforceability of this Agreement;

1.1.2. **Administrator** means any interim third party that TNH or its nominated agencies appoint to replace Bidder upon expiry of the Term or Termination of this Agreement to undertake the Services or part thereof;

1.1.3. **Agreement:** means this signed Agreement together with all Annexures, Schedules and the contents and specifications of the RFP;

1.1.4. **Applicable Law(s):** means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project;

1.1.5. **Application:** means the HMIS application and all ancillary in-scope applications implemented as a part of scope of work set out in this Agreement.

1.1.6. **Application Downtime:** means the time for which user(s) is(are) not able to access the Application. However, in calculating downtime, scheduled downtime (for example, backup time, batch processing time, routine maintenance time) would not be considered;

1.1.7. **Business Hours** unless otherwise specified, shall mean the general working hours of the users which is 8:00 AM to 5:00 PM. Again, for Web Server and other components which enable successful access/ usage of HMIS Applications of TNH the working time should be considered as 24 hours for all the days of the week. It is desired that IT maintenance, other batch processes (like backup) etc. should be planned so that such backend activities have minimum effect on the performance of the Application;

1.1.8. **Confidential Information:** means all information including TNH Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);

1.1.9. **Condition Precedent** means an event or a series of events that must come to pass before the Agreement is considered in effect or any obligations are expected of either party.



- 1.1.10. **Control** means, in relation to any business entity, the power of a person to secure
- (a) by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or
 - (b) by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person's wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the income, of the partnership;
- 1.1.11. **Corrective maintenance:** Application/system maintenance performed to identify, isolate, and rectify a fault so that the failed Application/system, equipment, machine, or Asset can be restored to an operational condition within the tolerances or limits established for in-service operations.
- 1.1.12. **TNH Data** means all proprietary data (Legacy and Concurrent) of the department or its nominated agencies generated out of operations and transactions, and related information including but not restricted to user data which the Bidder obtains, possesses or processes in the context of providing the Services to the users pursuant to this Agreement;
- 1.1.13. **Deliverables** unless otherwise specified, means the products and services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in the RFP, Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code (of bespoke/customized part of the HMIS implementation exclusively developed for TNH) and all its modifications;
- 1.1.14. **Disaster Recovery** involves a set of policies, tools and procedures to enable the recovery or continuation of vital technology infrastructure and systems following a natural or human-induced disaster. Disaster recovery focuses on the IT or technology systems supporting critical business functions, as opposed to Business Continuity, which involves keeping all essential aspects of a business functioning despite significant disruptive events. Disaster recovery can therefore be considered as a subset of business continuity. The bidder shall be responsible for preparing and submitting a business continuity and Disaster Recovery plan to TNH to protect against all aforementioned risks.
- 1.1.15. **Effective Date** shall have the same meaning ascribed to it in respective Clause.
- 1.1.16. **Final Acceptance Test** shall be conducted on completion of the following:
- (a) Design/Development, Deployment, Customization and UAT of the overall HMIS application, its modules and all ancillary in-scope applications.
 - (b) Setting up of master data in the HMIS system



- (c) Testing of transactions and all functionalities of each module and all in-scope ancillary applications
- (d) Configuration of MIS for reporting
 - 1.1.17. **Fixes** means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.
 - 1.1.18. **Force Majeure** as defined pursuant to the respective Clause.
 - 1.1.19. **Go-Live** means Go-Live of HMIS and all ancillary in-scope applications as stipulated in the RFP
 - 1.1.20. **Intellectual Property Rights** means all rights in written designs and copyrights, moral rights, rights in databases and Bespoke Software / Pre- existing work including its upgradation systems and compilation rights (whether or not any of these are registered and including application for registration);
 - 1.1.21. **Material Breach** means a breach by either Party (TNH or Bidder) of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure;
 - 1.1.22. **Parties** means TNH and Bidder for the purposes of this Agreement and “Party” shall be interpreted accordingly;
 - 1.1.23. **Personal Data Breach** are adverse incidents / events that occur due to violations of privacy policies and procedures. A privacy incident relates to the unauthorized disclosure or use of regulated data such as protected person information or Personally Identifiable Information (PII), which is any information someone could use to identify someone or infer their identity. The bidder shall provide system to protect user privacy as per all applicable laws of the country.
 - 1.1.24. **Planned Application Downtime** means the unavailability of the application services due to maintenance activities such as configuration changes, upgradation or changes to any supporting infrastructure wherein prior intimation (at least two working days in advance) of such planned outage shall be given and approval sought from TNH as applicable;
 - 1.1.25. **Preventive Maintenance** is Application/System maintenance that is regularly performed to lessen the likelihood of failing. It is performed while the entire Application / System is still working so that it does not break down unexpectedly.
 - 1.1.26. **Product** means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to TNH or its nominated agency for license which is published by product owner or its affiliates, or a third party.
 - 1.1.27. **Project** means the HMIS Project inclusive of all services defined in the RFP;
 - 1.1.28. **Replacement Bidder** means any third party that TNH or its



nominated agencies appoint to replace Bidder upon expiry of the Term or termination of this Agreement to undertake the Services or part thereof;

- 1.1.29. **Required Consents** means the consents, waivers, clearances and licenses to use TNH's Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that TNH or their nominated agencies are required to make available to Bidder pursuant to this Agreement;
- 1.1.30. **A Security Breach** means any incident that results in unauthorized access of data, applications, services, networks and/or devices by bypassing their underlying security mechanisms. A security breach occurs when an individual or an application illegitimately enters a private, confidential or unauthorized logical IT perimeter. A security breach is one of the earliest stages of a security attack by a malicious intruder, such as a hacker, cracker or nefarious application. Security Breaches happen when the security policy, procedures and/or system are violated. Depending on the nature of the incident, a security breach can be anything from low-risk to highly critical. The bidder shall put in place all security measures required to prevent such security breaches.
- 1.1.31. **A Security Incident** is an event that leads to a violation of an organization's security policies and puts sensitive data at risk of exposure. A data breach is a type of Security Incident that can involve any type of data, including sensitive personal information or unregulated but sensitive data such as intellectual property. Security Incidents cover a wide range of types of events including Malware infection, Distributed denial of service attacks, Unauthorized access, Insider breaches, Destructive attacks, Unauthorized privilege escalation, Loss or theft of equipment etc. The Bidder shall provide protection from all such security incidents that expose TNH to such risks.
- 1.1.32. **Services** means the services delivered to the Stakeholders of TNH or its nominated agencies, employees of TNH or its nominated agencies, and to professionals, using the tangible and intangible assets created, procured, installed, managed and operated by the Bidder including the tools of ICT (information and communications technology);
- 1.1.33. **Service Level** means the level of service and other performance criteria which will apply to the Services delivered by the Bidder;
- 1.1.34. **Service Level Agreement (SLA):** means the Performance and Maintenance SLA executed as part of this Agreement;
- 1.1.35. **HMIS** means HMIS system which is readily deployable with or without configuration changes to suit the customer's specific business process requirements and should not involve redevelopment of the application or its modules from scratch. This shall be a standard software and shall be implementable, deployable and maintainable by any other competent agency other than the manufacturer / Original Equipment Manufacturer (OEM) or the Agency which has developed the standard HMIS software. All the Modules should be natively integrated without any



customized and middleware integration.

- 1.1.36. **System or Solution** means the HMIS product designed, developed/ customized, tested and implemented as per the specifications provided in this RFP by the Bidder for the purposes of the Project and includes the source code and customized components along with associated documentation, which is the work product of the implementation efforts involved in the Project and the improvements and enhancements effected during the term of the Project. This also includes the bespoke development and any other third-party software used to meet the requirements of this RFP;
- 1.1.37. **Third Party Systems** means systems (or any part thereof) in which the Intellectual Property Rights are not owned by TNH or Bidder and to which Bidder has been granted a license to use and which are used in the provision of Services;
- 1.1.38. **Term** of this Agreement means the entire period of Implementation of HMIS as per the requirements of this RFP including the stabilization period and maintenance & support period.
- 1.1.39. **Unplanned Application Downtime** means the total time for all the instances where services in the software requirement specification document prepared by the Bidder are not available for more than 5 consecutive minutes;

1.2. Interpretation

In this Agreement, unless otherwise specified:

- 1.2.1. references to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement;
- 1.2.2. use of any gender includes the other genders;
- 1.2.3. references to a '**company**' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.4. references to a '**person**' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- 1.2.5. a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- 1.2.6. any reference to a '**day**' shall mean a period of 24 hours running from midnight to midnight;
- 1.2.7. references to a '**business day**' shall be construed as a reference to a working day on which the offices of TNH are generally open for business;
- 1.2.8. references to times are to East Africa Time (EAT);
- 1.2.9. a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, notated or supplemented at any time; and



- 1.2.10. All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.
- 1.2.11. Bidder has been used for the same entity i.e. Bidder selected for the Project.

1.3. Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest.

1.4. Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- 1.4.1. as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- 1.4.2. as between the provisions of this Agreement and the Schedules / Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules / Annexures; and
- 1.4.3. as between any value written in numerals and that in words, the value in words shall prevail.

1.5. Priority of documents

This Agreement, including its Schedules and Annexures, represents the entire agreement between the Parties as noted in this Clause. If in the event of a dispute as to the interpretation or meaning of this Agreement it should be necessary for the Parties to refer to documents forming part of the bidding process leading to this Agreement, then such documents shall be relied upon and interpreted in the following descending order of priority:

- 1.5.1. This Agreement along with the Schedules;
- 1.5.2. Request for Proposal and Addendum/ Corrigendum to the Request for Proposal (if any). For the avoidance of doubt, it is expressly clarified that in the event of a conflict between this Agreement, Annexures/ Schedules or the contents of the RFP, the terms of this Agreement shall prevail over the Annexures/ Schedules and Annexures/ Schedules shall prevail over the contents and specifications of the RFP.

2. Basic Understanding

Bidder hereby confirms that:

- 2.1 It has understood the functions which it has to perform and the obligations it has to discharge as detailed in this Agreement and its Annexures / Schedules.



- 2.2 It has the required skills, technical knowledge, qualified personnel and expertise to carry out its functions and obligations and to provide the services under this Agreement and will build the necessary infrastructure for the purpose.
- 2.3 The bidder possesses the consents of appropriate authorities, licenses, permits and approvals as are necessary for carrying out its functions and obligations under this Agreement.

The parties hereby agree that the above is the basic understanding and based on which TNH has entered into this Agreement.

3. Scope of the Project

TNH has decided to roll out an HMIS Solution for the automation of TNH's day-to day processes/ operations. In this regard this RFP is floated by TNH for the Selection of the Bidder who shall be responsible for Design, Development, Implementation and Maintenance of HMIS Solution.

The broad scope of work of the Bidder shall be as follows:

- 3.1 Design, Develop/ Customize and Implement the HMIS Application for TNH
- 3.2 Provide technical support, maintenance support and helpdesk support for the HMIS solution and all ancillary in-scope applications for entire maintenance and support period.

Detailed scope of work for the Bidder is outlined in Volume-II of this RFP document titled "Request for Proposal (RFP) for the Supply, Implementation, Maintenance, and Support of Hospital Management Information System (HMIS)", RFP No. TNH/RFP/007/24/ICT, Dated 12/03/2024.

4. Term and Duration of the Agreement

This Agreement shall come into effect on <dd/mmm/yyyy> (hereinafter the 'Effective Date') and unless terminated earlier, this Agreement shall be in force and effect for a period of <XX> years from the date of signing of the Contract. After the end of the Agreement period, TNH reserves the right to continue with the existing implementer on terms and conditions mutually decided by both the parties or by accounting for currency depreciation on present contract value or issue a fresh RFP for the selection of Replacement implementer. TNH may take this decision at the end of <XX> years of the Annual Maintenance Contract (AMC) phase so that there is sufficient time for proper execution of agreed exit management plan and knowledge transition to Replacement Bidder.



5. Condition Precedent

5.1. Provisions to take effect upon fulfilment of Conditions Precedent

Subject to any terms of the Agreement to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfillment of all the Conditions Precedent set out below. However, TNH or its nominated agencies may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the Bidder.

5.2. Conditions Precedent

5.2.1. Conditions Precedent of the Bidder

The Bidder shall be required to fulfill the Conditions Precedent which are as follows:

5.2.1.1 to provide a Performance Security/Guarantee and other guarantees/ payments within 15 days of the receipt of notification of award from TNH or its nominated agencies; and

5.2.1.2 to provide TNH or its nominated agencies certified true copies of its constitutional documents and board resolutions authorizing the execution, delivery and performance of this Agreement by the Bidder.

5.2.2. Conditions Precedent of the TNH

TNH shall be required to fulfill the Conditions Precedent which are as follows:

5.2.2.1 access to required offices and site

5.2.2.2 necessary clearances and approval of the Project by a competent authority, etc.

For the avoidance of doubt, it is expressly clarified that the obligations of the Parties except the financial obligations of TNH or its nominated agencies under this Agreement shall commence from the fulfillment of the Conditions Precedent as set forth above.

5.3. Extension of time for fulfilment of Conditions Precedent

The Parties must fulfill the Conditions Precedent and the Term of this Agreement within 7 days (unless otherwise specified).

For the avoidance of doubt, it is expressly clarified that any such extension of time shall be subject to imposition of penalties (of maximum 0.1% of security amount per day up to a maximum of the security amount submitted by the bidder) on the Bidder linked to the delay in fulfilling the Conditions Precedent.

5.4. Non-fulfilment of the Bidder's Conditions Precedent

5.4.1. In the event that any of the Conditions Precedent of the Bidder have not been fulfilled within 15 days of issuance of Letter of Award (LoA) and the same have not been waived fully or partially by TNH or its nominated agencies, this Agreement shall cease to exist;

5.4.2. In the event that the Agreement fails to come into effect on account of non-fulfilment of the Bidder's Conditions Precedent, the TNH or its nominated agencies shall not be liable in any manner whatsoever to the Bidder and the TNH shall forthwith forfeit the Security;

5.4.3. In the event that possession of any of the TNH or its nominated agencies



facilities have been delivered to the Bidder prior to the fulfilment of the Conditions Precedent, upon the termination of this Agreement such shall immediately revert to TNH or its nominated agencies, free and clear from any encumbrances or claims.

6. Change of Control

- 6.1 In the event of a Change of Control of the Bidder during the Term, the Bidder shall promptly notify TNH and/or its nominated agencies of the same with in a period of 15 days;
- 6.2 In the event that if the Net Worth of the surviving entity is less than that of Bidder prior to the change of control, the TNH or its nominated agencies may within 30 days of becoming aware of such change in control, require a replacement of existing Security furnished by the Bidder from a guarantor acceptable to the TNH or its nominated agencies (which shall not be Bidder or any of its associated entities);
- 6.3 If such a Security is not furnished within 30 days of the TNH or its nominated agencies requiring the replacement, the TNH may exercise its right to terminate this Agreement within a further 30 days by written notice, to become effective as specified in such notice.
- 6.4 Pursuant to termination, the effects and consequences of termination as set out in this Agreement shall follow.
- 6.5 For the avoidance of doubt, it is expressly clarified that the internal reorganization of the Bidder shall not be deemed an event of a change of control for purposes of this Clause unless the surviving entity is of less net worth than the predecessor entity.

7. Representations and Warranties

7.1. Representations and warranties of the Bidder

The Bidder represents and warrants to the TNH or its nominated agencies that:

- 7.1.1. it is duly organized and validly existing under the Applicable Laws, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- 7.1.2. it is a competent provider of a variety of information technology and business process management services;
- 7.1.3. it has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;



- 7.1.4. from the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- 7.1.5. in providing the Services, it shall use reasonable endeavors not to cause any unnecessary disruption to TNH's normal business operations
- 7.1.6. this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- 7.1.7. the information furnished in the RFP documents and as updated on or before the date of this Agreement is to the best of its knowledge and belief, true and accurate in all material respects as at the date of this Agreement;
- 7.1.8. the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- 7.1.9. there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;
- 7.1.10. it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- 7.1.11. it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;
- 7.1.12. no representation or warranty by it contained herein or in any other document furnished by it to TNH or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and
- 7.1.13. no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of TNH or its nominated agencies in connection therewith.

7.2. Representations and warranties of the TNH or its nominated agencies

TNH or its nominated agencies represent and warrant to the Bidder that:

- 7.2.1. it has full power and authority to execute, deliver and perform its obligations



- under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;
- 7.2.2. it has taken necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- 7.2.3. it has the financial standing and capacity to perform its obligations under the Agreement;
- 7.2.4. it is subject to the Applicable Laws, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- 7.2.5. this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;
- 7.2.6. the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- 7.2.7. there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;
- 7.2.8. it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on the TNH or its nominated agencies ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- 7.2.9. it has complied with Applicable Laws in all material respects;
- 7.2.10. all information provided by it in the RFP in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects; and
- 7.2.11. upon the Bidder performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the Bidder, in accordance with this Agreement.



8. Obligations of TNH or Its Nominated Agencies

Without prejudice to any other undertakings or obligations of the TNH or its nominated agencies under this Agreement, the TNH or its nominated agencies shall perform the following:

- 8.1 To provide any support through personnel to test the system during the Term of Contract;
- 8.2 To provide any support through personnel and/or test data during development, rollout, steady state operation, as well as, for any changes/enhancements in the system whenever required due to scope change that may arise due to business, delivery or statutory/regulatory reasons;
- 8.3 TNH shall provide the data (including in electronic form wherever available) which needs to be migrated;
- 8.4 To authorize the Bidder to interact for implementation of the Project with external entities such as the Data Center, authorized banks, IPR database, National archives etc.

9. Obligations of the Bidder

- 9.1 It shall provide to the TNH or its nominated agencies, the Deliverables as set out in RFP document;
- 9.2 It shall perform the Services as set out in this RFP and in a good and workmanlike manner commensurate with industry and technical standards which are generally in effect for national Projects and innovations pursuant thereon similar to those contemplated by this Agreement, and so as to comply with the applicable Service Levels set out with this Agreement;
- 9.3 It shall ensure that the Services are being provided as per the Project Timelines set out in by the Bidder and accepted by the TNH.

10. Approvals and Required Consents

- 10.1 The Parties shall cooperate to procure, maintain and observe relevant 'regulatory and governmental' licenses, clearances and applicable approvals (hereinafter the "**Required Consents**") necessary for the Bidder to provide the Services;
- 10.2 The TNH or its nominated agencies shall use reasonable endeavors to assist Bidder to obtain the Required Consents. In the event that any Required Consent is not obtained, the Bidder and the TNH or its nominated agencies will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the TNH or its nominated agencies to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Required Consent is obtained, provided that the System



Integrator shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Required Consents are obtained.

11. Use of Assets by the Bidder

During execution of this Agreement the Bidder shall:

- 11.1 take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the Project and other facilities leased / owned / operated by the Bidder exclusively in terms of ensuring their usability for the delivery of the Services as per this Agreement (hereinafter the "Assets") in proportion to their use and control of such Assets; and
- 11.2 keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the Bidder takes control of and/or first uses the Assets and during the entire duration of the Agreement;
- 11.3 ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the Bidder will be followed by the Bidder and any person who will be responsible for the use of the Assets;
- 11.4 take such steps as may be properly recommended by the manufacturer of the Assets and notified to the Bidder or as may, in the reasonable opinion of the Bidder, be necessary to use the Assets in a safe manner;
- 11.5 ensure that the Assets that are under the control of the Bidder, are kept suitably housed and in conformity with Applicable Law;
- 11.6 procure permission from the TNH or its nominated agencies and any persons duly authorized by them to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third-party requirements;
- 11.7 unknowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to Applicable Law.

12. Access to TNH or Its Nominated Agencies Locations

- 12.1 For so long as the Bidder provides services to the TNH or its nominated agencies locations, as the case may be, on a non-permanent basis and to the extent necessary, the TNH as the case may be or its nominated agencies shall, subject to compliance by the Bidder with any safety and security guidelines which may be provided by the TNH as the case may be or its nominated agencies and notified to the Bidder in writing, provide the Bidder with:
 - 12.1.1. Reasonable access to the location, in the same manner granted to the TNH or its nominated agencies employees.



- 12.1.2. Reasonable work space for technical resources deployed onsite, access to office equipment as mutually agreed and other related support services in TNH or other such location(s) as the case may be, and may reasonably be necessary for the Bidder to perform its obligations hereunder and under the SLA.
- 12.2 Access to locations, office equipment and services shall be made available to the Bidder on an “as is, where is” basis by the TNH as the case may be or its nominated agencies. The Bidder agrees to ensure that its employees, agents and the bidder shall not use the location, services and equipment referred to in RFP for the following purposes:
 - 12.2.1. for the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
 - 12.2.2. in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality).

13. Financial Matters

13.1. Terms of Payment and Service Credits and Debits

- 13.1.1. In consideration of the Services and subject to the provisions of this Agreement and of the SLA, the TNH or its nominated agency shall pay the Bidder for the Services rendered in pursuance of this agreement, in accordance with the Terms of Payment Schedule set out as Schedule-IV of this Agreement.
- 13.1.2. All payments shall be made to the Bidder subject to the application of liquidated damages (for period prior to “Go Live”) and/or SLA penalties (if any applicable) arising as a result of the failure of the Bidder to meet the Service Level as defined in SLA.
- 13.1.3. Save and except as otherwise provided for herein or as agreed between the Parties in writing, the TNH or its nominated agency shall not be required to make any payments in respect of the Services (or, without limitation to the foregoing, in respect of the Bidder performance of any obligations under this Agreement or the SLA) other than those covered in Schedule-IV of this Agreement. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of delivery of the Services including consultancy charges, infrastructure costs, Project costs, implementation and management charges and all other related costs including taxes which are addressed in this Clause.

13.2. Invoicing and Settlement

Subject to the specific terms of the SLA, the Bidder shall submit its invoices in accordance with the following principles:

- 13.2.1. The TNH or its nominated agency shall be invoiced by the Bidder



for the Services, generally and unless otherwise agreed in writing between the Parties or expressly set out in the SLA, the Bidder shall raise an invoice as per Schedule-IV of this Agreement; and

- 13.2.2. Any invoice presented in accordance with this Article shall be in a format agreed with the TNH or its nominated agency.
- 13.2.3. The Bidder alone shall invoice all payments after receiving due approval from the competent authority. Such invoices shall be accurate and all adjustments to or changes in the terms of payment as stated in Schedule- IV of this Agreement.
- 13.2.4. Payment shall be made within 30 working days of the receipt of invoice along with supporting documents by the TNH or its nominated agency subject to penalties. The penalties may be imposed on the Bidder as per the SLA criteria specified in the RFP.
- 13.2.5. The TNH or its nominated agency shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Bidder under Schedule-IV of this Agreement where the TNH or its nominated agency disputes/ withholds such invoice or part of it provided that such dispute is bonafide. The withheld amount shall be limited to that which is in dispute. The disputed/ withheld amount shall be settled post resolution of the dispute. Further, the Bidder will not claim any interest on the arrear/ payment due but not paid from TNH. Any exercise by the TNH or its nominated agency under this Clause shall not entitle the Bidder to delay or withhold provision of the Services.

13.3. Tax

Taxation shall be as per applicable Laws of Kenya.

14. Termination

14.1. Right to Terminate

- 14.1.1. TNH or its nominated agency has the right to terminate this Agreement upon giving 30 days' written notice to bidder at any time after the happening of any of the following events:
 - 14.1.1.1. Any default or breach of any provision hereof and in case the bidder fails or neglects to cure any such default or breach within 15 days of being called upon in writing to do so by TNH or its nominated agency. However, this may be further extended by 7 days on the request of the bidder.
 - 14.1.1.2. Any order has been passed by a competent court for winding up of the bidder.
 - 14.1.1.3. Any order has been passed by a Competent Authority attaching the assets or appointing a receiver to the property of the bidder which is used for providing services under this Agreement.
 - 14.1.1.4. The bidder ceases or threatens to cease to carry on its business or, without the prior written approval of TNH or its nominated agency disposes off the whole or substantially the whole of its undertaking or (except in



the ordinary course of business) of its assets.

- 14.1.1.5. Execution of any decree upon or against any part of the property of the bidder which is used for providing services under this Agreement and the same is not discharged within 14 days from the date of such execution.
- 14.1.1.6. Any Change in Control of selected bidder, of which TNH or its nominated agency is not informed within 15 days of such change.
- 14.1.1.7. Selected bidder is not able to notify TNH within 15 days of any request made by the bidder on insolvency and bankruptcy or any other concerned agency
- 14.1.2. Any omission or failure to act, by TNH or its nominated agency subsequent to the happening of any of the above events shall not be deemed a waiver or a compromise of the right hereby conferred on TNH or its nominated agency.
- 14.1.3. Prior to issue of the notice, TNH or its nominated agency shall give the selected bidder a reasonable opportunity of hearing to enable it to make its submissions.

14.2. Effects of Termination

- 14.2.1 In the event that TNH or its nominated agency terminates this Agreement pursuant to failure on the part of the Bidder to comply with the conditions as contained in this clause, Security furnished by Bidder may be forfeited.
- 14.2.2 Upon termination of this Agreement, the Parties will comply with the Exit Management clause as specified in this Agreement.
- 14.2.3 In the event that TNH or its nominated agency or the Bidder terminates this Agreement, the payment shall be decided in accordance with the Terms of Payment Schedule set out as Schedule-IV and as per this clause thereafter of this Agreement.
- 14.2.4 TNH or its nominated agency agrees to pay Bidder for
 - 14.2.4.1 all charges for the services Bidder provide and any Deliverables and/or system (or part thereof) Bidder delivers through termination, and
 - 14.2.4.2 If the Termination is initiated before go-live, the financial settlement for the bidder will be calculated on the basis of approved /signed off deliverables. All effort estimate for the approved and WIP deliverables will be calculated on the basis of the price break down provided as part of the Financial Bid Summary.
 - 14.2.4.3 If the Termination is initiated post go-live, the financial settlement for the Bidder will be calculated on the basis of services completed during the Operations and Maintenance phase and as per Schedule IV of this Agreement.

14.3. Termination of this Agreement due to bankruptcy of Bidder

TNH may serve written notice on Bidder at any time to terminate this Agreement with immediate effect in the event that the Bidder reporting an apprehension of bankruptcy to TNH or its nominated agencies.

14.4. Consequences of Termination

- 14.4.1 On expiry or termination of this Agreement:



14.4.1.1 TNH or its nominated agency, pending the appointment of another bidder, may require the selected bidder to continue to provide all the services in scope and maintain all the assets (including database, system software, documents, infrastructure and all other relevant materials relating to provision of services) that may be in its custody or control for a period of six months, while adhering to terms and conditions of this Agreement. In case of termination due to expiry of the contract term the services shall be offered at mutually agreed price.

14.4.1.2 TNH or its nominated agency, pending the appointment of another bidder, may appoint an Administrator to take over the assets of the selected bidder used in providing services to all the stakeholders and the selected bidder shall provide all assistance as may be required by the Administrator in taking over such assets like all Project related data, source code, information, updated Project documents, licenses, manual generated/ built/ procured for providing services to TNH or its nominated agency under this Project or any other facility created/ built/ procured exclusively for the purpose of continuity of operations of TNH HMIS system by the bidder. Please note all assets shall be handed over by the selected bidder in running condition and after completing all necessary tests.

14.4.2 Furnishing Information

14.4.2.3 The selected bidder shall provide to TNH or its nominated agency, all relevant information relating to the services provided, stakeholders, and performance data in relation to the services and also the following:

- i. Documentation relating to Project's Intellectual Property Rights;
- ii. All current and updated Project data and documentation as is reasonably required for purposes of Project for transitioning the services to its Replacement bidder/ Administrator;
- iii. All other information (including but not limited to documents, records and Agreements) relating to the services reasonably necessary to carry out due diligence in order to effect transition of services.

15.Exit Management

15.1. Exit Management Plan

15.1.1 The Bidder shall submit a structured and detailed Exit Management plan including knowledge transfer (reverse) plan along with the technical proposal. The Bidder needs to update the Transition and Exit management on half yearly basis or earlier in case of major changes during the entire contract duration. This plan needs to be discussed and approved by the TNH or its nominated agency;

15.1.2 TNH may blacklist the company as deemed fit for not complying with the Exit Management plan;

15.1.3 The Exit Management plan shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of



work definition:

- 15.1.3.1 A detailed program of the transfer process that could be used in conjunction with a Replacement bidder including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- 15.1.3.2 Plans for the communication with such of the Bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
- 15.1.3.3 Plans for provision of contingent support to the Project and Replacement bidder for a reasonable period (minimum one month) after transfer;
- 15.1.3.4 Plans for training of the Replacement Bidder/ TNH staff to run the operations of the Project. This training plan along with the training delivery schedule should be approved by TNH or its nominated agency. The delivery of training along with handholding support and getting the sign off on the same would be the responsibility of Bidder;
- 15.1.4 At the end of the contract period or during the contract period, if any other agency is identified or selected for providing services related to the Bidder scope of work, the Bidder shall ensure that handover is carried out as per the Terms and Conditions defined in the exit management plan approved by TNH or its nominated agency;
- 15.1.5 All risk during transition stage shall be properly documented by the Bidder and mitigation measures shall be planned in advance so as to ensure a smooth transition without any service disruption. The Bidder must ensure that no end of support products (software/hardware) exist at time of transition;
- 15.1.6 The transition and exit management period will start six (6) months before the expiration of the contract. The Bidder will provide shadow support for at least three (3) months and secondary support for an additional three (3) months before the end of the Operation and Maintenance period or termination of the contract, as applicable at no additional cost to TNH.
- 15.1.7 In case of termination, the exit management period will start from effective date of termination or such other date as may be decided by TNH or its nominated agency and communicated to the selected bidder;
- 15.1.8 Bidder must ensure closing off all critical open issues as on date of exit. All other open issues as on date of Exit shall be listed and provided to TNH or its nominated agency;
- 15.1.9 The Bidder shall provide necessary knowledge transfer and transition support. The deliverables are indicated below:
 - 15.1.9.1 Updated transition plan on periodic basis;
 - 15.1.9.2 Complete/ Update all the documentations including technical for the entire system handed over to the TNH or its nominated agency/



- replacement Bidder/ identified agency;
- 15.1.9.3 Handover of all maintenance and support related documents, credentials etc. for all OEM products supplied/ maintained in the system. Handover MoUs signed (except the commercial part) for taking services taken from third parties;
- 15.1.9.4 Handover of the list of complete inventories of all assets exclusively created for this Project;
- 15.1.9.5 Assisting the new Bidder/ TNH with the complete audit of the system including licenses and physical assets;
- 15.1.9.6 Detailed walk-throughs and demos for the solution;
- 15.1.9.7 Hand-over of the entire HMIS solution including sourcecode (of customized part of HMIS implementation exclusively developed for TNH), program files, configuration files, setup files, Project documentation, user IDs, passwords, security policies, scripts etc., the HMIS Portal and Mobile application developed for TNH;
- 15.1.9.8 Hand-over of the user IDs, passwords, security policies, scripts etc. to replacement Bidder;
- 15.1.10 Knowledge transfer of the system to the incoming Bidder as per the Terms and Conditions defined in the Exit Management plan approved by TNH or its nominated agency;
- 15.1.11 The Bidder shall be released from the Project once successful transition is completed by meeting the parameters defined for successful transition;
- 15.1.12 The Bidder shall ensure that the TNH data, assets, images must be preserved for a period of 6 months from the end of contract. This shall not be deleted/ destroyed without the prior consent of TNH or its nominated agency;
- 15.1.13 During the exit management period, the Bidder shall use its best efforts to deliver the services;
- 15.1.14 Payments during the Exit Management period shall be made in accordance with the Terms of Payment Plan.

15.2. Training, hand-holding and knowledge transfer

- 15.2.1 The Bidder shall hold technical knowledge transfer sessions with designated technical team of Department and/or any designated agency in the last six (6) months of the Project duration;
- 15.2.2 The Bidder shall hold operational hand-holding sessions on the HMIS solution with the designated officers/ staff members, so that department can continue with the HMIS solution even after Bidder exits the Project.

16. Indemnification and Limitation of Liability

16.1. Indemnification

- 16.1.1 Subject to this Clause, Bidder (the "Indemnifying Party") undertakes to indemnify TNH or its nominated agency (the "Indemnified



Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement;

- 16.1.2 If the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party.
- 16.1.3 Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:
- (a) Indemnified Party's misuse or modification of the Service;
 - (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
 - (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;
 - (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or
 - (e) Information, direction, specification or materials provided by Indemnified Party or any third party contracted to it.
- 16.1.4 If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either
- (a) procure the right for Indemnified Party to continue using it;
 - (b) replace it with a non-infringing equivalent;
 - (c) Modify it to make it non-infringing;
 - (d) The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement;
- 16.1.5 The indemnities set out in this Clause shall be subject to the following conditions:
- (a) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - (b) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
 - (c) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
 - (d) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim,



or compromise any proceedings or claim, without the written consent of the Indemnifying Party;

- (e) all settlements of claims subject to indemnification under this Clause will be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- (f) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claims or proceedings;
- (g) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- (h) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
- (i) if a Party makes a claim under the indemnity in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

16.2. Limitation of Liability

- 16.2.1 The aggregate liability of Bidder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed the total value of the contract payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification and confidentiality obligations set out in respective Clauses;
- 16.2.2 In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in indemnification Clause) even if it has been advised of their possible existence;
- 16.2.3 The allocations of liability in this Section represent the agreed and bargained for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.



17. Force Majeure

17.1. Definition of Force Majeure

“Force Majeure” shall mean any event beyond the reasonable control of the Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.

17.2. Force Majeure events

A Force Majeure shall include, without limitation, the following:

- 17.2.1 war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- 17.2.2 strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
- 17.2.3 earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;

17.3. Effects of Force Majeure

- 17.3.1 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event;
- 17.3.2 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The time for achieving Final Acceptance shall be extended;
- 17.3.3 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under this clause;
- 17.3.4 No delay or non-performance by either party to this Agreement caused by the occurrence of any event of Force Majeure shall:
 - (a) constitute a default or breach of the Contract;
 - (b) give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance;
- 17.3.5 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other as specified in the RFP;
- 17.3.6 In the event of termination pursuant to this Clause, the rights and



obligations of the Purchaser and the Supplier shall be as specified in the clause titled Termination;

- 17.3.7 Notwithstanding Clause 17.3.6, Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Supplier under this Contract;
- 17.3.8 For the avoidance of doubt, it is expressly clarified that the failure on the part of the Bidder under this Agreement or the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement or the SLA against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, the bidder will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom.

18. Confidentiality

In the course of performing its functions and obligations under this Agreement, Bidder shall maintain strict secrecy, confidentiality and privacy in respect of the confidential records and information that has come to its possession or knowledge.

- 18.1 Bidder shall keep confidentiality of the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems;
- 18.2 It is agreed between TNH or its nominated agency and Bidder that TNH or its nominated agency has a right to prevent or prohibit Bidder at any time from disclosing any information and records to any person and Bidder shall abide by such decision except as required by any Statutory bodies or by due process of law;
- 18.3 Bidder agrees that it shall ensure that all its employees, agents, service providers and any another related stakeholder are bound by nondisclosure agreements;
- 18.4 All Proprietary Information, documentation and correspondence exchanged between TNH or its nominated agency and Bidder in relation to the Project and the performance of tasks by Bidder shall be treated as confidential and privileged by the parties and disclosed only to their respective officers, agents, representatives, professional advisors and members of Official Committees (if any, formed for the purpose) on a need to know basis;
- 18.5 Bidder shall treat information and records provided to it or obtained otherwise by it in connection with the Project or its implementation as confidential and not use the same wholly or partially for any purpose other than for discharging the obligations under this Agreement, without the prior written approval of TNH or its nominated agency except as required by any Statutory bodies or by due process



of law;

18.6 Information that is in the public domain shall not be considered as confidential information under this Agreement.

19. Intellectual Property Rights

19.1. Products and fixes

All products and related solutions and fixes provided pursuant to this Agreement shall be licensed according to the terms of the license agreement/s packaged with or otherwise applicable to such product. Bidder would be responsible for arranging any licenses associated with products. "Product" means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to TNH or its nominated agency for license which is published by product owner or its affiliates, or a third party. "Fixes" means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.

19.2. Bespoke and/or Custom development

Subject to the provisions of this Clause, upon payment, the IPR rights for any bespoke/custom development done during the implementation of the Project will lie with TNH or its nominated agency.

19.3. Pre-existing work

All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a Party under this Agreement ("pre-existing work") including any enhancement or modification thereto shall remain the sole property of that Party. During the performance of the services for this Agreement, each Party grants to the other Party (and their sub-contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other Party solely for the performance of such services for duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the Bidder should grant TNH a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to TNH as part of the service or deliverables only for its internal business operations. Under such license, either of parties will have no right to sell the pre-existing work of the other party to a Third Party. TNH's license to pre-existing work is conditioned upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that the bidder leaves with TNH at the conclusion of performance of the services.

19.4. Residuals

In no event shall Bidder be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables set-out in this Agreement or Annexure. In addition, subject to the confidentiality obligations, Bidder shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.



20. Warranty

20.1. Standard

The Bidder warrants that the Project, including all the system(s) and other Services provided, shall be free from any defect or deficiency in the design, engineering, and performance/workmanship that prevent the Project and/or any of its systems(s) from fulfilling the functional or technical requirements or that limit in a material fashion the performance, reliability, or extensibility of the Project and/or any of its system(s) as per warranty period defined in the RFP. The warranty period for the Project shall be entire contract period from the date of Go-live of the HMIS System at TNH. If during the warranty period any defect or deficiency is found in the design and performance/workmanship of the Project and other Services provided by the Bidder, the Bidder shall promptly, in consultation and agreement with TNH or its nominated agency, and at the Bidder's sole cost repair, replace, or otherwise make good (as the Bidder shall, at its discretion, determine) such default, defect or deficiency as well as any damage to the Project caused by such default, defect or deficiency. Any defective system that has been replaced by the Bidder shall remain the property of the Bidder.

20.2. Implied Warranty

The warranties provided herein are in lieu of all other warranties, both express and implied, and all other warranties, including without limitation that of merchantability or fitness for intended purpose is specifically disclaimed.

20.3. Warranty breach

The Bidder shall have no liability in the case of breach of this warranty due to

- 20.3.1 use of the deliverables on any environment (hardware or software) other than the environment recommended or approved by the Bidder;
- 20.3.2 the combination, operation, or use of some or all of the deliverables with information, software, specifications, instructions, data, or materials not approved by the Bidder;
- 20.3.3 the deliverables having been tampered with, altered or modified by TNH or its nominated agency without the written permission of the Bidder, or
- 20.3.4 use of the deliverables otherwise than in terms of the relevant documentation.

21. Liquidated Damages

Time is the essence of the Agreement and the delivery dates are binding on the Bidder. In the event of the Bidder's default in adhering to the agreed time frame/ scheduled set of activities as proposed by the Bidder, due to any gross negligence or causes attributable to the Bidder, Bidder shall be liable to pay Liquidated Damages @ 0.5% of the Payment Milestone value per week of delay subject to a maximum of 10% of the Payment Milestone value. Further, across all the milestone liquidated damage will be capped at 10% of the total value of the Implementation Phase.



21.1 Incentive for early completion of Full Go-live

In case, the bidder completes the Go-live ahead of stipulated date of completion of Full Go-live or justified extended date of Go-live as determined by the TNH, a bonus @ 1% (one percent) per month of the total value of Implementation Phase, subject to a maximum limit of 5% (five percent) of the total value of Implementation Phase. Provided that justified time for additional scope of work shall be decided by TNH. The amount of bonus, if payable, shall be paid along with the last milestone of the Implementation Phase.

22. Governing Laws/ Jurisdiction Arbitration

Any matter relating to the appointing of Selected Bidder or the procedure for the appointment of the Selected Bidder shall be governed by the Applicable Laws.

23. Miscellaneous

23.1. Personnel

- 23.1.1 The personnel assigned by Bidder to perform the Services shall be employees of Bidder, and under no circumstances shall such personnel be considered employees of TNH or its nominated agencies. The Bidder shall have the sole responsibility for the supervision and control of the personnel deployed in the Project and for payment of such personnel's compensation, including salary, withholding of income taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all obligations of an employer subject to Applicable Law;
- 23.1.2 The Bidder shall use its best efforts to ensure that sufficient Bidder personnel are assigned to perform the Services and that such personnel have appropriate qualifications to perform the Services. After discussion with Bidder, TNH or its nominated agencies shall have the right to require the removal or replacement of any Bidder personnel performing work under this Agreement based on bona-fide reasons. In the event that TNH or its nominated agencies requests that any Bidder personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule;
- 23.1.3 The bidder shall not remove any "Key Personnel" mentioned in the RFP, from the Project without the prior written consent of TNH unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc.;
- 23.1.4 Each Party shall be responsible for the performance of all its obligations under this Agreement or the SLA as the case may be and shall be liable for the acts and omissions of its employees and agents in connection therewith;
- 23.1.5 Neither Party will solicit for employment or knowingly hire an employee of the other Party with whom such Party has contact pursuant to Project engagements under this Agreement. This restriction shall not apply to employees of either Party responding to advertisements in job fairs or news



media circulated to the general public;

23.2. Trademarks and Publicity

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party except that bidder may, upon completion, use the Project as a reference for credential purpose. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed provided however that bidder may include TNH or its client lists for reference to third parties subject to the prior written consent of TNH not to be unreasonably withheld or delayed. Such approval shall apply to each specific case and relate only to that case.

23.3. Notices

- 23.3.1 In the technical proposal, the bidder shall mention the authorized signatory to be the nodal person for all communication related to the Project during the duration of the Agreement along with the contact details i.e. address, e-mail and phone number of authorized signatory. Any notice or other document which may be given by either Party under this Agreement shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission to the authorized signatory;
- 23.3.2 Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) during Business Hours at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, confirmed by email and 7 days from the date of posting (if by letter);
- 23.3.3 Either Party to this Agreement may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

23.4. Variations and Further Assurance

- 23.4.1 No amendment, variation or other change to this Agreement shall be valid unless authorized in accordance with the change control procedure as set out in the Change Control Schedule set out in the RFP. Such amendment shall be made in writing and signed by the duly authorized representatives of the Parties to this Agreement;
- 23.4.2 Each Party to this Agreement agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement.



23.5. Severability and Waiver

If any provision of this Agreement, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

23.6. Compliance with Applicable Law

Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to its business like the bidder as an information technology service provider) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulation which result in a change to the Services shall be dealt with in accordance with the Change Control Schedule set out in this Agreement.

23.7. Professional Fees

All expenses incurred by or on behalf of each Party to this Agreement and the SLA, including all fees of agents, legal advisors, accountants and actuaries employed by either of the Parties connection with the negotiation, preparation in and execution of this Agreement or the SLA shall be borne solely by the Party which incurred them.

23.8. Ethics

The Bidder represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of TNH or its nominated agencies in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of TNH standard policies and may result in cancellation of this Agreement.

23.9. Entire Agreement

This Agreement with all schedules appended thereto and the contents and specifications of the RFP constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation.

23.10. Amendment

Any amendment to this Agreement shall be made in accordance with the Change Control Schedule set out in this Agreement by mutual written consent of all the Parties.



24. SCHEDULES

24.1. SCHEDULE I – RFP Document

RFP for “Supply, Implementation, Maintenance, and Support of Hospital Management Information System (HMIS)” (Volume-I and II).

<< The Published RFP copy will be placed here for reference>>



24.2. SCHEDULE II – Change Control Schedule

This Schedule describes the procedure to be followed in the event of any proposed change to the Master Service Agreement (“MSA”), Project Implementation Phase, SLA and Scope of Work and Functional Requirement Specifications. Such change shall include, but shall not be limited to, changes in the scope of services provided by the Bidder and changes to the terms of payment as stated in the Terms of Payment Schedule.

TNH or its nominated agency and the selected bidder recognize that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The bidder will endeavor, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the Terms of Payment Schedule and TNH or its nominated agencies will work with the selected bidder to ensure that all changes are discussed and managed in a constructive manner. This Change Control Schedule sets out the provisions which will apply to all the changes to this Agreement.

This Change Control Schedule sets out the provisions which will apply to changes to the MSA.

24.3. CHANGE CONTROL PROCEDURE

A. CHANGE CONTROL NOTE ("CCN")

- i. Change requests in respect of the MSA, the Project Implementation, the operation, the SLA or Scope of work and Functional Requirement specifications will emanate from the Parties' respective Project Manager who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will complete Part A of the CCN attached as Annexure B hereto. CCNs will be presented to the other Party's (bidder) Project Manager who will acknowledge receipt by signature of the CCN;
- ii. The bidder and TNH or its nominated agencies, during the Project Implementation Phase and the TNH or its nominated agencies during the Operations and Management Phase and while preparing the CCN, shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services including ancillary and concomitant services required and as detailed in the RFP and is suggested and applicable only after the testing, commissioning and certification of the Project Implementation Phases as set out in this Agreement.

B. Quotation

- i. The bidder shall assess the CCN and complete Part B of the CCN, in completing the Part B of the CCN the bidder shall provide as a minimum:
 - (a) a description of the change;
 - (b) a list of deliverables required for implementing the change;
 - (c) a time table for implementation;



- (d) an estimate of any proposed change;
 - (e) any relevant acceptance criteria;
 - (f) an assessment of the value of the proposed change;
 - (g) material evidence to prove that the proposed change is not already covered within the Agreement and the scope of work;
- ii. Prior to submission of the completed CCN to TNH or its nominated agencies, the bidder will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the bidder shall consider the materiality of the proposed change in the context of the MSA and the Project Implementation affected by the change and the total effect that may arise from implementation of the change;
 - iii. For arriving at the overall effort required for implementing the change request, the bidder shall carry out effort estimation using standard industry practices for effort estimation.

C. Costs

Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the bidder meets the obligations as set in the CCN. In case of recertification due to proposed changes, required cost will be borne by the party that initiated the change. In the event the bidder is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party will be borne by the bidder.

D. Obligations

The bidder shall be obliged to implement any proposed changes once approval in accordance with above provisions has been given, with effect from the date agreed for implementation and within an agreed timeframe. The bidder will not be obligated to work on a change until the parties agree in writing upon its scope, price and/or schedule impact. The cost associated with any hardware/goods/License for COTS product should not exceed the price quoted in the Bidder's proposal. Any costs associated with changes to Software specifications which cannot be arrived at, on the basis of the bidder's proposal shall be mutually agreed to between the bidder and the TNH.



24.4. SCHEDULE IV – Payments Schedule

The payment schedule for the implementation of HMIS solution is as follows:

X% of the total payment will be paid out to the Bidder at the time of Go-Live, based on the milestones achieved, and balance payment of X% will be paid out in equal parts during the AMC period based on the achievements of milestones/ quality of services provided by selected Bidder.



24.5. ANNEXURE A - Bid Response of the Selected Bidder



24.6. ANNEXURE B – Change Control Format

Change Control Note	CCN Number:
Part A – Initiation	
Title:	
Originator:	
Sponsor:	
Date of initiation:	
Details of proposed Change	
(To include reason for change and appropriate details / specifications. Identify any attachments as A1, A2, and A3 etc.)	
Authorized by TNH	Date:
Name and Designation:	
Signature:	
Received by the Bidder	
Name and Designation:	
Signature:	
Change Control Note	CCN Number:
Part B : Evaluation (CCN Number:)	
(Identify any attachments as B1, B2, and B3 etc.)	
Changes to Services, charging structure, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.	
Brief Description of Solution:	
Impact:	



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Change Control Note		CCN Number:	
Deliverables:			
Timetable:			
Charges for Implementation: (including schedule of payments)			
Other Relevant Information: (including value-added and acceptance criteria)			
Authorized by the Bidder		Date:	
Name and Designation:			
Signature:			
Part C : Authority to Proceed (CCN Number:)			
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)			
Approved			
Rejected			
Requires Further Information (as follows, or as Attachment 1 etc.)			
For TNH and its nominated agencies		For the Bidder	
Signature		Signature	
Name and Designation		Name and Designation	
Title		Title	
Date		Date	