



THE NAIROBI HOSPITAL

REQUEST FOR PROPOSAL (RFP)

FOR

SUPPLY, INSTALLATION, TRAINING AND IMPLEMENTATION OF CAFETERIA MANAGEMENT SYSTEM (CMS)

REFERENCE NO: TNH/061-2/19/ICT

CLOSING DATE: 21ST NOVEMBER 2019

CLOSING TIME: 11.00A.M (East African Time)



Confidentiality

All information contained within this document is confidential and is provided only to give suppliers an adequate understanding of the Kenya Hospital Association (trading as **The Nairobi Hospital**) requirements towards the **CAFETERIA MANAGEMENT SYSTEM (CMS)**. 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 information be disclosed to any outside party without The Hospital's written permission.

You are required to sign a **Non-Disclosure Agreement** which is has been sent together with this request for proposal and submit it together with your bid document.



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1 About The Nairobi Hospital

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.

1.2 Vision

To be the leading healthcare institution in the region providing world-class treatment and service.

1.3 Mission

To offer patients the best care, using advanced technology in an atmosphere of trust, safety and comfort.

1.4 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.

1.5 The Nairobi Hospital Profile

The Nairobi Hospital is among the leading providers of healthcare services throughout East Africa. 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.



1.5.1 Divisions and Services within the Hospital

1. **Clinical Services** - responsible for diagnosis and treatment of patients and includes: Accident & Emergency, Laboratory, Pharmacy, Radiology and the Rehabilitation Unit.
 - **Accident and Emergency Centre** - a 24-hour modern, well-equipped and staffed Accident & Emergency Centre that handles both emergencies and non-emergency cases.
 - **Laboratory** - comprising Histopathology and Cytology, Clinical Chemistry, Haematology and Blood Transfusion, Special Chemistry, Microbiology and TB, and Blood Donor Services.
 - **Pharmacy** - consisting outpatient pharmacy outlets at the main hospital and at our six out-patient centres at Warwick Centre, Galleria Mall; Capital Centre, Rosslyn Riviera, Southfield Mall and Kiambu.
 - **Radiology** - provides diagnostic imaging services using state-of-the-art equipment.
 - **Physical Medicine Center** - The Rehabilitation Unit comprises Physiotherapy, Occupational Therapy and Speech Therapy Units.
 - **Anderson Centre Specialty Clinics** - These include: Paediatric, Antenatal, Postnatal, Family Health, Diabetes, Chest, Lamaze, Well Baby, Child Welfare and Immunization Clinics.
 - **Health Records & Information Department** - Ensures that Patient Health Records and Information are well maintained.
2. **Nursing Care Services** - Ensures that admitted patients are well taken care of in Surgical, Medical, Maternity, Paediatric and Specialized Care Wards, as well as Theatres.
 - **Intensive Care Unit (ICU) & High Dependency Unit (HDU)** - The Critical Care Unit provides comprehensive care for unstable and critically ill patients in urgent need of advanced monitoring and intensive care treatment.
 - **North Wing** - Twelve suites that meet the high-end health care demands and global hospitality trends predicated on comfort, safety and trust. These include: 3 presidential suites, 6 premier suites and 3 deluxe suites - that act as fully fledged ICU rooms if need arises.
 - **Paediatric Ward** - It is a specialized children's facility with general ward beds.
 - **Theatres** - The hospital has Six theatres equipped with the latest operating equipment technology and are maintained with the highest level of sterility.
 - **Short Stay Centre** - This meets the need for medical/surgical interventions that do not need long stay. The facility has 18 beds, theatres, dental



facilities, highly specialized in-vitro fertilization services amongst others, and houses the day surgery and endoscopy units.

3. Outpatient Services

- **The Cancer Treatment Center** - State-of-the-art centre offering cancer treatment in an atmosphere of trust, safety and comfort. Services include: Brachytherapy, Radiotherapy, Chemotherapy, Radioactive Iodine Treatment, Support groups, Nutritional Services.
- **Endoscopy** - offers advanced endoscopy diagnosis and treatment services using Endoscopy facilities and expertise.
- **Renal** - offers advanced renal diagnosis and treatment services using Renal facilities and expertise.
- **Outpatient Services** - The Hospital offers outpatient services and runs six Outpatient Service Centres (OPCs) in various areas in and around Nairobi. These include:
 - i. Warwick Centre OPC
 - ii. Galleria Mall OPC
 - iii. Capital Centre OPC
 - iv. Rosslyn Riviera OPC
 - v. Kiambu OPC
 - vi. Southfield Mall OPC

4. **The College of Health Sciences** - Formerly Cicely McDonnell School of Nursing at The Nairobi Hospital was established in 1956 and offers Basic and Post-Basic Nursing Education for Kenya Registered Nurses.

5. **Operations and Support Services Division** - The Operations and Support Services Division comprises of key support services to aid the quick recovery and comfort of the patients in the Hospital; these include:

- Engineering and Facilities Maintenance
- Transport & Outsourced Services (Gardening, Courier Services)
- Laundry and Housekeeping
- Catering and Food Services

6. **ICT Services** - Support for Business Systems and Networks and Infrastructure, and Project Implementation.

7. **Finance Services Division** - functions including Billing, Accounts Receivables, Accounts Payables, General Ledger, Cost Allocation and Cost Management.

8. **Human Resources Division** - Human Resource Administration and Quality.



9. **Marketing & Customer Service Division** - Business Development and Customer Service improvement.

1.5.2 Geographical presence

The Nairobi Hospital Headquarter Campus is strategically located at Upper hill area on Ralph Bunche Road. In addition to the Main Hospital, it hosts:

1. **The College of Health Sciences** - Hostels and Classrooms are located within the 12-floor Anderson Building.
2. **Doctors Plaza** - a three storey building with 70 Doctor's consulting suites. The plaza has a laboratory, pharmacy and an open garden area. It is served by two lifts with IT and communication facilities interconnecting the Plaza with the main Hospital.

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



2 Invitation to Bidder

The Nairobi Hospital wishes to invite bidders to submit proposals for a **CAFETERIA MANAGEMENT SYSTEM** as per the attached Scope of Requirements. The financial proposal, should be in Kshs.VAT inclusive.

You are required to complete the Non-Disclosure Agreement provided, attach required and relevant documentation for your proposal and submit them as **2 separate envelopes** clearly marked as below and deposit each in its relevant Tender box located in the Procurement office, Corporate Services Centre, 2nd Floor.

TECHNICAL PROPOSAL: CAFETERIA MANAGEMENT SYSTEM – REF. NO. [TNH/061-2/19/ICT](#)

Procurement & Stores Manager
P. O. Box 30026 – 00100 GPO
Nairobi, Kenya

FINANCIAL PROPOSAL: CAFETERIA MANAGEMENT SYSTEM – REF. NO. [TNH/061-2/19/ICT](#)

Procurement & Stores Manager
P. O. Box 30026 – 00100 GPO
Nairobi, Kenya

so as to reach us on or before **Thursday, 21st November, 2019 at 11:00 AM East African Time**

3 Tender Timetable

Below is the tentative tender timetable.

Date	Milestone
1 st November 2019	Request for Proposal issued
14 th November 2019	Deadline for submission of queries for clarification by bidders
15 th November 2019	Response to queries for clarification sent out to bidders
21 st November 2019	RFP deadline for submission
21 st – 30 th Nov 2019	Technical and Financial Evaluation and Reporting
2 nd - 5 th Dec 2019	Internal review and Recommendation
6 th December 2019	Award



4 Evaluation Criteria

	Evaluation Stage	Weight	
1.	Compliance Evaluation		
	Vendors who do not comply with the following mandatory requirements will be eliminated at this stage: 1.1. Certificate of Incorporation/Registration 1.2. Audited Financial Statements for the last 3 consecutive years 1.3. Evidence of compliance to Tax Obligations 1.4. Duly filled Non-Disclosure Agreement (NDA) 1.5. Manufacturers Authorization	Available/ Not available	
2.	Technical Evaluation (70%)		
	2.1. Desktop Evaluation of Technical Proposal	45%	
	2.1.1. Company Profile		6%
	2.1.2. Solution description: Cafeteria Management System (CMS)		25%
	2.1.3. Project delivery approach		8%
	2.1.4. Client References		6%
	1.1. Demo of Cafeteria Management System (CMS)	15%	
	1.2. Client Site Visits	10%	
2.	Financial Evaluation (30%)		
	2.1. Financial Proposal Evaluation	30%	
	Total	100%	



5 Instructions for RFP response

The following General Instructions should be read carefully **prior** to completing your Proposal, together with any special instructions specific to this RFP.

1. Submission

Upon completion, your Proposal is to be returned as stated in the Invitation communication. **Proposals and/or amendments delivered after the stipulated time and date of receipt may not be considered and may be returned to the Bidder unopened.**

2. Integrity

Your RFP shall be bona fide and you must not have fixed or adjusted your rates in conjunction with any third party, nor communicated your rates to any third party not directly involved in the preparation of your Proposal

3. Confidentiality

We will use our best endeavours to preserve the confidentiality of information supplied by yourself but may on occasion have to supply details to Government bodies or Co-Venturers and will do so as required.

You are required to keep the details of the Request for Proposal confidential and not to communicate them to any person, not directly involved in the preparation of your proposal.

4. Information and Clarity

Your RFP document must be completed in **type or black/blue ink.**

5. Currency and Validity of Rates

All sums are to be quoted in **Kenya Shillings (Ksh), and shall include VAT.** Unless adjustment is provided for in the Contract, all sums are to be fixed for the duration of any contract awarded on the basis of your Proposal.

6. Amendment to Documentation by Bidder

No alteration should be made to any document issued in RFP without obtaining clearance in writing, from the Procurement & Stores Manager of The Nairobi Hospital. Where you consider there has been an omission or error you should inform The Nairobi Hospital immediately in writing.

7. Validity of Proposals

Your proposal must remain valid for acceptance by us for a period of six months from the date set for receipt of Proposals by The Nairobi Hospital.



8. Separation of Technical and Financial Proposal

Submission of proposals will comprise **2 separate** envelopes clearly labelled, carrying:

- i. Technical proposal
- ii. Financial proposal

9. Communication

Where any communication requires clarification by or additional information from The Nairobi Hospital, the request **must be received by The Nairobi Hospital at least five days prior to the date of closure of RFPs** addressed to noelletanyassis@nbihosp.org. The Nairobi Hospital will advise all Bidders of its response to any such requests where appropriate. All communication sent must quote the following subject **"RFP FOR CATERING MANAGEMENT SYSTEM TNH/061-2/19/ICT"**.

10. Safety

It is the policy of The Nairobi Hospital to promote the highest standards of safety and training in respect of its operations. The Nairobi Hospital requires a similar high standard and commitment from suppliers engaged to carry out work or services for it.

In furtherance of this requirement you should be aware that your standard for, and commitment to, safety and training will be taken into consideration during evaluation of RFPs for the supply and/or services, and if awarded a contract, you will be expected to co-operate with The Nairobi Hospital on all safety related issues.

11. Corrupt or Fraudulent Practices

The Nairobi Hospital requires that Bidders to observe the highest standard of ethics during the procurement process and execution of contracts.

The Nairobi Hospital will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

12. Proposal acceptance

The Nairobi hospital reserves the right to accept or reject a proposal either in full or partially and will not be bound to give reasons for whatever decision it deems fit.



6 Scope of Requirements

The scope of this assignment will be:

- 1) Cafeteria Management System (CMS)
- 2) Hardware Requirements
- 3) Skills Transfer

6.1 Cafeteria Management System (CMS)

6.1.1 Point of Sale software features

Point-of-Sale software features for restaurant operations to support:

1. Core Features

- 1.1. Menu/ product setup
 - 1.1.1. Single entry - product details, including pricing info
 - 1.1.2. Bulk product imports - product details, including pricing info
- 1.2. Quick keys and/or product lookup - To allow users to hit a single button for commonly sold items.
- 1.3. Multiple payment methods
 - 1.3.1. Mobile payment integration - e.g. MPESA, Airtel Money etc.
 - 1.3.2. Card payments support for major Credit/ Debit cards
- 1.4. Split payments support
- 1.5. Returns, refunds and store credit features - to support return policies
- 1.6. Inventory management - track menu product movement and auto-decrement available kitchen portions
- 1.7. Support for multiple workstations/ restaurants
- 1.8. Usability features
 - 1.8.1. Intuitive user friendly User Interface (UI)
 - 1.8.2. Touchscreen support
- 1.9. Customer-facing display for customers to see transaction details.

2. Staff Program Management

- 2.1. Smart staff cards support
- 2.2. Customer history for staff profiles - to enable later deductions via payroll

3. Mobile Support

- 3.1. Support mobile POS devices (e.g. tablets, self-service kiosks)
- 3.2. Mobile employee self-service

4. Promotions

- 4.1. support running promotions or discounts to move inventory.

5. Reporting and analytics

- 5.1. Scheduled reports
- 5.2. Real-time reports
- 5.3. Customizable reporting



6. **Technical Requirements**
 - 6.1. **System Security**
 - 6.1.1. User/ role-based access control
 - 6.1.2. Full Audit trail
 - 6.1.3. Compliance with Card payment security PCI, Mastercard, VISA etc.
 - 6.2. **Integration support for:**
 - 6.2.1. LDAP integration (Active Directory)
 - 6.2.2. Smart staff card/ biometric login support
 - 6.2.3. Business Applications integration, including
 - 6.2.3.1. ERP System (Finance) – sales reporting
 - 6.2.3.2. Other CMS components: Kitchen Management, Inventory Management etc.
 - 6.3. **System Administration Features**
 - 6.3.1. Setup and customization
 - 6.3.2. Initial system configuration setup
 - 6.3.3. User Management
 - 6.3.4. Back-up/ restore management
 - 6.3.5. Full Audit trail management
 - 6.4. **System information including:**
 - 6.4.1. Software version(s)
 - 6.4.2. Operating system requirements
 - 6.4.3. Concurrent use support
 - 6.4.4. Databases supported
7. **Hardware compatibility support for peripheral hardware including:**
 - 7.1. Printers
 - 7.2. Cash registers
 - 7.3. Displays



6.1.2 Kitchen Management software features

Kitchen Management software features to support:

1. Order Management

- 1.1. Orders pending preparation / serving/ fulfillment
- 1.2. Orders done - prepared / served/ fulfilled
- 1.3. VIP orders
- 1.4. Voided orders

2. Support for:

- 2.1. Touch - touchscreen
- 2.2. Non-Touch - e.g. Barcode Scanning

3. Technical Requirements

3.1. Integration support for:

- 3.1.1. LDAP integration (Active Directory)
- 3.1.2. Smart staff card/ biometric login support
- 3.1.3. Business Applications integration, including
 - 3.1.3.1. ERP System (Finance) - sales reporting
 - 3.1.3.2. Other CMS components: Point of Sale System, Inventory Management etc.

3.2. Reporting and analytics

- 3.2.1. Preparation and speed of service
- 3.2.2. Scheduled reports
- 3.2.3. Real-time reports
- 3.2.4. Customizable reporting

3.3. System Administration Features

- 3.3.1. Setup and customization
 - 3.3.1.1. Initial system configuration setup
 - 3.3.1.2. User Management
- 3.3.2. Back-up/ restore management
- 3.3.3. Full Audit trail management

3.4. System information including:

- 3.4.1. Software version(s)
- 3.4.2. Operating system requirements
- 3.4.3. Concurrent use support
- 3.4.4. Databases supported



6.1.3 Inventory Control software features

Materials Management/ Inventory Control software features to support:

- 1. Automated Receiving, Stock Control and Order Placements**
 - 1.1. Inventory management
 - 1.1.1. Automated receiving against orders for item-by-item verification
 - 1.1.2. Track stock on hand
 - 1.1.3. Stock take / inventory count support
 - 1.1.4. Mobile solution for ordering, receiving, making transfers, and inventory counts.
 - 1.1.5. Support for barcode scanning
 - 1.2. Stock Order placements
 - 1.2.1. Customizable metrics to prompt suggestions for stock order placement
 - 1.2.2. Set replenishment levels for items
 - 1.2.3. Allow manual input of quantities
 - 1.2.4. Provide forecasting support based on sales / usage
- 2. Recipe management**
 - 2.1. Maintain recipes centrally with details on ingredients, preparation instructions and specifications
 - 2.2. Support maintenance of Recipe versions
 - 2.3. Seasonal recipes support with assigned validity dates
 - 2.4. Maintain nutritional information
 - 2.5. Menu Modeling - to allow modelling impact of changing recipes on prices, prices on menu profitability etc.
- 3. Menu Management**
 - 3.1. Centralized and consistent data on menu and pricing updates
- 4. Technical Requirements**
 - 4.1. Integration support for:**
 - 4.1.1. LDAP integration (Active Directory)
 - 4.1.2. Smart staff card/ biometric login support
 - 4.1.3. Business Applications integration, including
 - 4.1.3.1. ERP System (Finance) - Inventory Management
 - 4.1.3.2. Other CMS components: Point of Sale System, Kitchen Management etc.
 - 4.2. Reporting and analytics**
 - 4.2.1. Cost of sales, Effective revenue, Food cost profitability reports
 - 4.2.2. Scheduled reports
 - 4.2.3. Real-time reports
 - 4.2.4. Customizable reporting
 - 4.3. System information including:**
 - 4.3.1. Software version(s)
 - 4.3.2. Operating system requirements



4.3.3. Concurrent use support

4.3.4. Databases supported

4.4. System Administration Features

4.4.1. Setup and customization

4.4.1.1. Initial system configuration setup

4.4.1.2. User Management

4.4.2. Back-up/ restore management

4.4.3. Full Audit trail management

6.2 Hardware Requirements

Please provide hardware options that are compatible with your proposed CMS including:

1. Point of Sale hardware

Hardware	Quantity	Requirements
Workstation	2	Integrated workstation components: <ul style="list-style-type: none"> • Screen size - at least 10" - screen • Connectivity - Wi-Fi / LAN support • Positioning - Adjustable stand • Thermal printer • 1D/2D imager scanner • Customer-facing display
Cash Drawers	2	<ul style="list-style-type: none"> • Interfaces - RS232, USB and TCP/IP • POS software drivers

2. Kitchen Display hardware

Hardware	Quantity	Requirements
Kitchen Display	2	Provide Kitchen Servers with Orders display. <ul style="list-style-type: none"> • Touchscreen • Fixed Mount • WiFi/ LAN support
Scanning terminal	2	Customers to self-scan receipt (ensuring no physical contact/ transfer of receipt to Kitchen Server) <ul style="list-style-type: none"> • Scan barcode (1D, 2D etc.) • Fixed Mount • WiFi/ LAN support



6.3 Skills Transfer

Offer skills transfer for the Cafeteria Management System (CMS) including:

- Training to Users in effective use of the CMS
- Training System Administrators on System setup, Administration and Maintenance
- Prepare appropriate Quick Guides/ Cheat Sheets
- Handholding for the Cafeteria Management System (CMS)



7 Proposal Format

7.1 Compliance Requirements

Bidders are required to provide copies of the following documentation:

1. Certificate of Incorporation/Registration
2. Audited Financial Statements for the last 3 consecutive years
3. Evidence of compliance to Tax Obligations
4. Filled Non-Disclosure Agreement (NDA)
5. Manufacturer's Authorization

These should be submitted together with the Technical Proposal.

7.2 Technical Proposal Response

The Technical bid submitted in response should provide the following minimum information:

1. Company Profile
2. Solution description: Cafeteria Management System (CMS)
3. Project delivery approach
4. Client References

7.2.1 *Company Profile*

Profile providing history, geographical presence, capabilities, awards/ honors, industry leadership credentials etc.

Highlight your specific experience for with regards to this RFP, in addition to the company's overall experience.

Disclose 3rd party consultants or firms (if any) whom you intend to partner with during delivery of this assignment. This should include the specific scope that they will cover.

7.2.2 *Solution description: Cafeteria Management System (CMS)*

Solution description including:

- 1.1. Cafeteria Management System (CMS)
 - 1.1.1. Point of Sale software features
 - 1.1.2. Kitchen Management software features
 - 1.1.3. Inventory Control software features
- 1.2. Hardware Requirements



7.2.3 Project delivery approach

Provide the following information:

1. Understanding of our stated requirements
2. Proposed approach/ methodology/ governance in delivering this assignment
3. Project schedule - with activities, dependencies, and key milestones
4. Skills Transfer approach
5. Project team: Profiles of key personnel, and Team structure, roles and responsibilities

7.2.4 Client References

Provide at least **3 Client References** for projects in similar institutional settings that illustrate your demonstrated capability. For each reference provide the following:

1. Organization name and address details
2. Summary profile of the Organization with summary key metrics
3. Contact person name, title and phone number
4. Details of work done and impact of your services for the client
5. Implementation dates, Project Implementation period



7.3 Financial Proposal Response

Price table that breaks down the cost by activity and provides a total for the initiative.

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 recognized 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.

Provide:

1. Summary of Costs
2. Breakdown of Costs
 - 2.1. Cafeteria Management System (CMS)
 - 2.2. Reimbursable Costs
3. Business Terms / Draft Contract

Use the formats provided on the next page where applicable.

7.3.1 Summary of Fees

7.3.1.1 Summary of fees - Cafeteria Management System (CMS)

Description	Amount (KES)
Supply and implementation of a Cafeteria Management System (CMS)	
Total before tax	
Value Added Tax	
Total including tax	

7.3.1.2 Summary of fees - Reimbursable Costs

Description	Amount (KES)
Reimbursable Costs	
Total Costs	



7.3.2 Breakdown of Costs

7.3.2.1 Breakdown of Costs - Cafeteria Management System (CMS)

1) Professional Services

Description	Unit of Measure	Unit Cost	Amount	Sub-Total
<i>Total (excluding VAT)</i>				
VAT				
<i>Total (including VAT)</i>				

2) Software Costs

Description	Unit of Measure	Unit Cost	Amount	Sub-Total
<i>Total (excluding VAT)</i>				
VAT				
<i>Total (including VAT)</i>				

3) Hardware Costs

Description	Unit of Measure	Unit Cost	Amount	Sub-Total
<i>Total (excluding VAT)</i>				
VAT				
<i>Total (including VAT)</i>				

7.3.2.2 Breakdown of Costs - Reimbursable Costs

Reimbursable	Unit of Measure	Unit Cost	Amount	Sub-Total
<i>Total</i>				

7.3.3 Business Terms

Provide your Business Terms / Draft Contract including proposed billing schedule.



7.4 Proposal response checklist

The checklist below is merely expected to serve as a guide in preparation of your bid.

Description	Bidder Response
Mandatory requirements	
1. Certificate of Incorporation/Registration	
2. Audited Financial Statements for the last 3 consecutive years	
3. Evidence of compliance to Tax Obligations	
4. Duly Filled Non-Disclosure Agreement (NDA)	
5. Manufacturers Authorization	
Technical Proposal response requirements	
1. Company Profile	
2. Solution description: Cafeteria Management System (CMS)	
3. Project delivery approach	
4. Client References	
Financial Proposal response requirements	
1. Summary of Costs	
2. Breakdown of Costs	
2.1. Cafeteria Management System (CMS)	
2.2. Reimbursable Costs	
3. Business Terms / Draft Contract	



8 Non-Disclosure Agreement

The Chief Executive Officer

The Nairobi Hospital,
P.O. Box 30026 - 00100,
NAIROBI, KENYA

STRICTLY PRIVATE & CONFIDENTIAL

Dear Sir,

CONFIDENTIALITY AGREEMENT

1. In connection with your consideration of tendering for the **Cafeteria Management System (CMS)** with The Nairobi Hospital ("The Hospital"), The Hospital in respect of the Request for Proposal regarding the **Cafeteria Management System (CMS)** will provide you with information concerning The Hospital's operations.
2. 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 clause 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.

This obligation of confidentiality and maintenance of privilege shall not apply to information which you can prove in writing:

- i) was generally in the public domain at the time of disclosure; or
- ii) 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
- iii) is or becomes public knowledge by act or acts other than those of you or any person related to you; or
- iv) is information furnished to you without restriction by any third party having a bona fide right to do so.

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.

The term “person” as used in this agreement shall be broadly interpreted to include without limitation any corporation, company, partnership or individual.

3. You shall restrict access to the Confidential Information to the parties 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.

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.

4. 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.

5. 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.

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.

6. This agreement shall form part of all other agreements entered thereafter and shall not be rendered invalid by either a completion of the tendering process or termination of the contract thereafter.
7. You confirm that you are acting in this matter as principal and not as agent or broker for any other person.
8. 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.
9. The Hospital shall be under no obligation to accept any offer or proposal related to this agreement.
10. 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.



11. 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.
12. You understand that neither The Hospital nor any of its representatives may at 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.
13. Neither you nor any of your associated companies nor any representative or adviser who have been taking an active role in the transaction and to whom Confidential Information is disclosed to, will for a period of two years from the date hereof either directly or indirectly solicit for employment as a Director, Officer or any other position in the Hospital.
14. This agreement shall be interpreted and construed according to Kenyan law and be subject to the non-exclusive jurisdiction of the Kenyan courts.

Yours sincerely

The undersigned,

Company Name	
Name of Approved Signatory	
Signature	
Title	
Email	
Date and Stamp	



9 Confidential Business Questionnaire

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

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

Part 1 General

Business Name

Location of Business Premises

Plot No,..... Street/Road

Postal address Tel No. Fax Email.....

Nature of Business

Registration Certificate No.

Maximum value of business which you can handle at any one time - Kshs.

Name of your bankers

.....

Branch

Part 2 (a) - Sole Proprietor

Your name in full.....Age.....

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

Citizenship details

Part 2 (b) - Partnership

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
------	-------------	---------------------	--------

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

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

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

4.
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Part 2 (c) - Registered Company

Private or Public

State the nominal and issued capital of company

RFP - Cafeteria Management System (CMS)



THE NAIROBI HOSPITAL

	<p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship details</th> <th style="text-align: left;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Date.....Signature of Candidate.....</p>																				