

THE REPUBLIC OF RWANDA



[MINISTRY OF HEALTH]

REQUEST FOR PROPOSALS

Title of the Tender: Community Health Workers and Health Post Electronic Medical Record	
Procurement Method:	SINGLE SOURCE PROCUREMENT METHOD
Selection method:	QUALITY AND COST BASED SELECTION (QCBS)
Date of Issue:	AUGUST 2022

PREFACE

1. This Standard Request For Proposal (SRFP) has been prepared by the Rwanda Public Procurement Authority (RPPA) for use by Procuring Entities (PEs) for the procurement of services. The procedures and practices presented in this SBD have been developed to reflect the requirements of the Law N° 62/2018 of 25/08/2018 governing Public Procurement, and the best international procurement practices.
2. This SBD for the Selection of consultants is suitable for use under both International and Domestic open tender. It is also suitable for the Restricted (International or Domestic) procurement methods.
3. Before using this SBD, the user should be familiar with the Public Procurement Procedures Law and Implementing Regulations and should read the User's manual which has been prepared to provide guidance to public officials in the conduct of the procurement process.

The Rwanda Public Procurement Authority welcomes any feedback or comments from the users of this SBD which will assist in improving this document.

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Section I. Letter of Invitation (LOI)

Section 1. Letter of Invitation (LOI)

Dear Mr. /Ms.

1. The Ministry of Health(hereinafter called “Client”) has received funds for Community Health Workers and Health Post Electronic Medical record. The Client intends to apply a portion of the funds to eligible payments under the contract for which this Request for Proposals is issued.
2. The Ministry of Health now solicits proposals to provide the following consulting services for: **Community Health Workers and Health Post Electronic Medical Record**. More details on the services are provided in the Terms of Reference.
3. This Request for Proposal (RFP) has been addressed to the following short-listed Consultants:

Consultant's name	Address	Country of origin
Fionet Rapid Response Group (FRR)	Tel: +14164188505 E mail: mgreenberg@fio.com	USA

It is not permissible to transfer this invitation to any other Consultant.

4. A Consultant will be selected under a **QUALITY AND COST BASED SELECTION (QCBS)**and procedures described in this RFP, in accordance with the Law on Public Procurement.
5. The RFP includes the following documents:
 - Section 1 - Letter of Invitation**
 - Section 2 - Instructions to Consultants (including Data Sheet)**
 - Section 3 - Technical Proposal - Standard Forms**
 - Section 4 - Financial Proposal - Standard Forms**
 - Section 5 - Terms of Reference**
 - Section 6 - Standard Forms of Contract**
6. Bid security of 15,000,000 Rwandan Francs or its equivalent in US Dollars
7. Well printed bids in English properly bound presented in four copies including the original, must be deposited at the Ministry of Health in the office of procurement office not late than 15th September 2022 at 10.00 hours prompt local time and will be opened the same day **at 04.00pm** in presence of bidders, their representative who choose to attend or virtually via MS Teams.

Yours Sincerely,

Zachee IYAKAREMYE
Permanent Secretary



Digitally
signed by
Ministry of
Health(Perman
ent Secretary)

Section II. Instructions to Consultants¹

DEFINITIONS

- (i) “Client/Procuring Entity” means the agency with which the selected Consultant signs the Contract for the Services.
- (ii) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (iii) “Contract” means the agreement between the Procuring Entity and the successful bidder.
- (iv) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (v) “Day” means calendar day.
- (vi) “Government” means the Government of the Republic of Rwanda.
- (vii) “Instructions to Consultants” (Section II of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (viii) “LOI” (Section I of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (ix) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.
- (x) “Proposal” means the Technical Proposal and the Financial Proposal.
- (xi) “RFP” means the Request For Proposal to be prepared by the Client for the selection of Consultants, based on the Standard Request for Proposals.
- (xii) “SRFP” means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.
- (xiii) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (xiv) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- (xv) “Terms of Reference” (TOR) means the document included in the RFP as Section V which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the

¹ These Instructions to Consultants section shall not be modified. Any necessary changes, to address specific project/assignment issues, shall be introduced only through the Data Sheet (e.g., by adding new clauses). Likewise, modifications to the standard Form of Contract should be made only by including clauses outlining the special conditions and not by introducing changes in the wording of the general conditions.

assignment.

(xvi) Introduction

1. The Procuring Entity named in the Data Sheet will select a Consultant among those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
2. The consultants are invited to submit a Technical Proposal and a financial proposal, or a Technical Proposal only, as specified in the Data Sheet for consulting services required for the assignment named in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.
3. The assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the assignment includes several phases, the performance of the consultant under each phase must be to the Procuring Entity satisfaction before work begins on the next phase.
4. The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to visit the Procuring Entity before submitting a proposal and to attend a pre-proposal conference **if one is specified in the Data Sheet**. Attending the pre-proposal conference is optional. The consultants' representative should contact the **officials named in the Data Sheet** to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
5. The Procuring Entity will provide the inputs specified in the Data Sheet, assist if need be the Consultant in obtaining licenses and permits needed to carry out the services, and make available relevant assignment data and reports.
6. Please note that (i) the costs incurred by the Consultant for preparing the proposal and for negotiating the contract, including a visit to the Procuring Entity, are not reimbursable as a direct cost of the assignment; and that (ii) the Procuring Entity is not under any circumstances bound to accept any of the proposals submitted.
7. The Consultant is required to provide professional, objective, and impartial advice and at all times hold the Procuring Entity interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to the Procuring Entity, or that may place them in a position of not being able to carry out the assignment in the best interest of the Procuring Entity.
 1. Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:
 - (a) A Consultant which has been engaged by the Procuring Entity to provide goods or works for a project/assignment, and any of their affiliates, shall be disqualified from providing consulting services for the same project/assignment. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project/assignment, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related

to the initial assignment (other than a continuation of the consultant's earlier consulting services) for the same project.

- (b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.
2. As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Procuring Entity whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.
 3. Any previous or ongoing participation in relation to the assignment by the Consultant, its professional staff, or its affiliates or associates under a contract with the Procuring Entity may result in rejection of the proposal. **Consultants should clarify their situation in that respect with the Procuring Entity before preparing the proposal.**
8. The Rwanda public procurement regulations require that all procuring entities, as well as Consultants participating public procurement adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the Rwanda public procurement regulations:
- (i) **corrupt practices:** offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a civil servant or government entity;
 - (ii) **Fraudulent practices:** any legal violation, including acts of deliberate misrepresentation, intentional recklessness, misleading or attempting to mislead a civil servant to obtain financial or other benefit;
 - (iii) **“Collusive practices”:** an arrangement between two or more parties designed to achieve an illegal purpose, including influencing improperly the acts of another party or the civil servant;
 - (iv) **“coercive practices”** means any act intending to harm or threaten to harm directly or indirectly persons, their works or their property to influence their participation in the procurement process or affect its performance
 - (v) **“Obstructive practices”:** destroying, falsifying, altering or concealing of material evidence to the investigation or making false statements to investigators deliberately in order to materially impede investigation into allegations of a corrupt, coercive or collusive practice; and threatening, harassing or intimidating any party to prevent it from disclosing its information about matters relevant to the investigation or from pursuing the investigation;
- (b) require rejection of a proposal for award if it is determined that the Consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- (c) require if necessary termination of the contract if it is at any time determined that corrupt or

- fraudulent practices were engaged in directly or indirectly by (i) any representatives of the Procuring Entity or any other person having influence or power over the Procuring Entity and/or (ii) any representatives of the Consultant during the selection process or the execution of that contract ;
- (d) require ineligibility of a consultant, either indefinitely or for a stated period of time, to be awarded a contract with the Procuring Entity if it is at any time determined that the Consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract,
 - (e) gives the right to require that, in contracts executed in Rwanda and funded by any funding Institution, a provision be included requiring consultants to permit the client to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the client.

Single Proposal

1. Short-listed Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

Proposal Validity

2. The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall certify that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
3. Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.

(vi) Clarification and Amendment of RFP Documents

1. Consultants may request a clarification related to any of the present Request For Proposals documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by paper, mail, cable, telex, facsimile, or electronic mail to the Procuring Entity address indicated in the Data Sheet. The Procuring Entity will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 1.1 At any time before the submission of proposals, the Procuring Entity may, for any reason, whether at its own initiative or in response to a clarification requested by an invited Consultant, amend the Request For Proposals. Any amendment shall be issued in writing through addenda. Addenda shall

be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Procuring Entity may at its discretion extend the deadline for the submission of proposals.

2. Preparation of Proposal

2.1 Consultants are requested to submit a proposal (para. 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

2.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this Request For Proposals in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) If a Consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or consultants or entities in a joint venture or sub consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with the prior approval of the Procuring Entity as indicated in the Data Sheet. Consultants must obtain the prior approval of the Procuring Entity to enter into a joint venture with consultants not invited for this assignment. The consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the Consultant. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the consultant or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in the Republic of Rwanda.
- (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the Consultant personnel have a working knowledge of at least one of the Procuring Entity national languages.

2.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section IV):

- (i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section 4B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount, and

consultant's involvement.

- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Procuring Entity (Section 4C).
- (iii) A description of the methodology and work plan for performing the assignment (Section 4D).
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 4E).
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 4F). Key information should include number of years working for the consultant/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).
- (vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- (viii) Any additional information requested in the Data Sheet.

2.5 *The Technical Proposal shall not include any financial information*

Financial Proposal

- 2.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the Request For Proposals documents. The Financial Proposal should follow Standard Forms (Section IV). It lists all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.
- 2.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non resident Foreign Personnel, duties, fees, levies) on amounts payable by the Procuring Entity under the Contract. The Procuring Entity will state in the Data Sheet if the Consultant is subject to payment of any local taxes. The consultant shall clearly indicate all tax inclusive and tax exclusive prices.
- 2.8 Consultants may express the price of their services in the official currency of the Republic of Rwanda and/or in any freely convertible currency. The consultants may not use more than three foreign currencies. The Procuring Entity may require consultants to state the portion of their price

representing local costs in the national currency if so indicated in the Data Sheet.

- 2.9 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Procuring Entity will make its best effort to complete negotiations within this period. If the Procuring Entity wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

3. Submission, Receipt, and Opening of Proposals

- 3.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the Consultant itself. Any such corrections must be initialled by the persons or person who sign(s) the proposals.
- 3.2 An authorized representative of the consultant initials all pages of the proposal. The representative's authorization is confirmed by a written power of attorney accompanying the proposal.
- 3.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.
- 3.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING/ EVALUATION COMMITTEE.**"
- 3.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. **Any proposal received after the closing time for submission of proposals shall be returned unopened.**
- 3.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with a respectable public auditor or independent authority until all submitted proposals are opened publicly.

4. Proposals Evaluation

General

- 5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Procuring Entity on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the Consultant to influence the Procuring Entity in the Procuring Entity proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including any International Development funding agency reviews and issuance of a "no

objection" letter, is concluded. In respect of the law on public procurement, the Procuring Entity shall notify all bidders, successful and unsuccessful, of the provisional outcome of the technical evaluation before financial proposals opening.

Evaluation of Technical Proposals

- 5.3 The evaluation committee, appointed by the Procuring Entity as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria (typically not more than three per criteria), and point system specified in the Data Sheet. Each responsive proposal will be given a **technical score (St)**. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 5.4 In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked consultant or consultant selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in para. 1.2 and the Data Sheet.

Public Opening and Evaluation of Financial Proposals: Ranking (QCBS, Fixed-Budget, and Least-Cost Selection Methods Only)

- 5.5 After the evaluation of technical quality is completed, the Procuring Entity shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Procuring Entity shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two weeks after the notification date. The notification may be done by hand with acknowledgement of receipt or sent by registered letter, cable, telex or facsimile.
- 5.6 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Procuring Entity shall prepare minutes of the public opening.
- 5.7 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have quoted for all items of the corresponding Technical Proposals; if not, the Procuring Entity will cost them and add their cost to the initial price), correct any computational errors, and convert prices in various currencies to the single currency specified in the Data Sheet. The official selling rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet.
- 5.8 **In case of QCBS**, the lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

- 5.9 **In the case of Fixed-Budget Selection**, the Procuring Entity will select the Consultant that submitted the highest ranked Technical Proposal within the budget (“evaluated” price). Proposals that exceed the indicated budget will be rejected. **In the case of the Least-Cost Selection**, the Procuring Entity will select the lowest proposal (“evaluated” price) among those that passed the minimum technical score. In both cases the selected Consultant is invited for negotiations.

6 Negotiations

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the Consultant to improve the Terms of Reference. The Procuring Entity and the Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Procuring Entity to ensure satisfactory implementation of the assignment.
- 6.3 The financial negotiations will include a clarification (if any) of the Consultant’s tax liability in the Procuring Entity country, and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons specified by written, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods. For other methods, the consultant will provide consultants with the information on remuneration rates described in the Appendix to this information.
- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Procuring Entity expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Procuring Entity will require assurances that the experts will be actually available. The Procuring Entity will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the Consultant may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Procuring Entity and the Consultant will initial the agreed contract. If negotiations fail, the Procuring Entity will invite the Consultant whose proposal received the second highest score to negotiate a Contract.

1. Award of Contract

- 7.1 The contract will be awarded following negotiations. After negotiations are completed, the Procuring Entity will promptly notify other consultants who have responded to the Request for Proposals that they were unsuccessful and return the unopened Financial Proposals of those consultants who did not pass the technical evaluation (para. 5.3).
- 7.2 The winning Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

2. Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.

Section III. Instructions to Consultants, Data Sheet

Clause Reference

- 1.1 The name of the Procuring Entity is: *Ministry of Health*
-
- The method of selection is: **Quality of Cost Based Selection**
-
- The Source of Funds is :**Government of Rwanda and its different funders**
- 1.2 Technical and Financial Proposals are requested: **Yes**
- A Technical Proposal only is requested: **No**
- The name, objectives, and brief description of the assignment are:
- The main objective of the project is to select a consulting firm to design and develop an Enhanced community health workers and Health Posts Electronic Medical record. The application will improve the reporting process for CHW and HPs, the collecting of patient data at the first point of contact, the time spent by CHW recording patient information for storage purposes and it will also allow the flow of information from the village to the national level.*
- 1.3 The assignment is phased: **No**
- 1.4 A pre-proposal conference will be held: **No**
- The name(s), address(es), and telephone numbers of the Procuring Entity official(s) are:
- Zachee IYAKAREMYE**
Permanent Secretary
- 1.5 The Procuring Entity will provide the following inputs: No

1.7.2 The Procuring Entity envisages the need for continuity for downstream work: **No**

2.1 Clarifications may be requested 7 days before the submission date.

The address for requesting clarifications is:

Ministry of Health

E-mail : info@moh.gov.rw

3.1 Proposals should be submitted in **ENGLISH**

3.3 (i) Shortlisted Consultant may associate with other shortlisted Consultant or Consultants: **No**

(ii) The estimated number of professional staff-months required for the assignment is: **5**

(iv) The minimum required experience of proposed professional staff is: **2years with master's degree**

(vi) Reports that are part of the assignment must be written in **ENGLISH**

3.4 (vii) Training is a specific component of this assignment: **Yes**

Transfer of knowledge

(viii) Additional information in the Technical Proposal includes: **No**

- 3.7 Taxes: **Yes**
- 3.8 Consultants to state local cost in the national currency: **Yes**
- 3.10 Proposals must remain valid 120 days after the submission date
- 4.3 Consultants must submit an original and 3 additional copies of each proposal
- 4.4 The proposal submission address is:
Ministry Of Health
Republic of Rwanda
Kigali- Rwanda

Information on the outer envelope should also include the following mentions:

The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING/ EVALUATION COMMITTEE.**"

- 4.5 Proposals must be submitted no later than the following date and local time:

Proposals must be submitted no later than **15/09/2022 at 04:00pm (Local time)** to The Ministry of Health (**procurement Office 6th Floor**)
- 5.1 The address to send information to the **Procuring Entity is:**
Ministry Of Health
Republic of Rwanda
Kigali- Rwanda
- 5.3 The number of points to be given under each of the evaluation criteria are:

No	Description of criteria	Maximum score
<i>1</i>	<i>Overall experience of the consultant firm</i>	<i>5 points</i>
<i>2</i>	<i>Similar experience in the domain</i>	<i>5 points</i>
<i>3</i>	<i>Methodology and understanding of Terms of Reference</i>	<i>30 points</i>
<i>4</i>	<i>Qualification and experience of the key personnel</i>	<i>60 points</i>
	TOTAL	100 points

--	--	--

The minimum technical score required to pass [*Insert number of points*]: 70%

5.7

The single currency for price conversions is: Central Bank of Rwanda

The source of official selling rates is: Central Bank of Rwanda

The date of exchange rates is: 15/09/2022

The formula for determining the financial scores is the following:

[Either $S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration, or another proportional linear formula]

5.8

The weights given to the technical and Financial Proposals are:

T=0.7

P=0.3

6.1

The address for negotiations is: Ministry of Health

7.2

The assignment is expected to commence on **19th October 2022** at Rwanda

Appendix:² Financial Negotiations; Breakdown of Staff Rates

² Delete Appendix in the case of Quality- and Cost-Based Selection (QCBS), Fixed-Budget Selection, or Least-Cost Selection.

BIDDING FORMS

Section IV. Technical Proposal - Standard Forms

- 4A. Technical Proposal submission form
- 4B. Consultant's references
- 4C. Comments and suggestions of consultants on the Terms of Reference and on data, services, and facilities to be provided by the Procuring Entity
- 4D. Description of the methodology and work plan for performing the assignment
- 4E. Team composition and task assignments
- 4F. Format of curriculum vitae (CV) for proposed professional staff
- 4G. Time schedule for professional personnel
- 4H. Activity (work) schedule

4A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of the Procuring Entity]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for [Title of consulting services] in accordance with your Request for Proposal dated [Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial³ Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature and stamp:
Name and Title of Signatory:
Name and legal status of the Consultant:
Address:

³ In Quality-Based Selection, the proposal may include only a Technical Proposal. If this is the case, delete: “and a Financial Proposal sealed under a separate envelope.”

4B. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your consultant/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Consultant/Entity(profiles):
Name of the Procuring Entity:		Nº of Staff:
Address:		Nº of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current RWF, US\$, EURO, ect.):
Name of Associated Consultants, If Any:		Nº of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Consultant's Name and legal status: _____

**4C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF
REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE
PROCURING ENTITY**

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Procuring Entity:

- 1.
- 2.
- 3.
- 4.
- 5.

**4D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING
THE ASSIGNMENT**

4E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

4F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Consultant/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and Procuring Entity references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ Date: _____
[Signature of staff member and authorized representative of the consultant] Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

4H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

	<i>[1st, 2nd, etc. are months from the start of assignment.]</i>											
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
Activity (Work)												

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

Section V. Financial Proposal - Standard Forms

- 5A. Financial Proposal submission form
- 5B. Summary of costs
- 5C. Breakdown of price per activity
- 5D. Breakdown of remuneration per activity
- 5E. Reimbursables per activity
- 5F. Miscellaneous expenses

5A. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of the Procuring Entity*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for [*Title of consulting services*] in accordance with your Request for Proposal dated [*Date*] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [*Amount in words and figures*]. This amount is inclusive/exclusive [*choose one option according to the source of funds*] of the local taxes, which we have estimated at [*Amount(s) in words and figures*].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature and stamp:
Name and Title of Signatory:
Name and legal status of Consultant:
Address:

5B. SUMMARY OF COSTS

Costs	Currency(ies)⁴	Amount(s)
Subtotal		
Local Taxes		
Total Amount of Financial Proposal		_____

⁴ Maximum of three currencies plus the local currency.

5C. BREAKDOWN OF PRICE PER ACTIVITY

Activity No.: _____	Activity No.: _____	Description: _____
Price Component	Currency(ies)	Amount(s)
Remuneration		
Reimbursables		
Miscellaneous Expenses		
Subtotal		_____

5D. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input ⁵	Remuneration Currency(ies) Rate	Amount
Regular staff				
Local staff				
Consultants				
Grand Total				_____

⁵ Staff months, days, or hours as appropriate

5E. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price In	Total Amount In
1.	International flights _____	Trip			
2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	Day			
4.	Local transportation costs ⁶				
5.	Office rent/accommodation/ clerical assistance				
	Grand Total				_____

⁶ Local transportation costs are not included if local transportation is being made available by the Procuring Entity. Similarly, in the project/assignment site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Procuring Entity.

5F. MISCELLANEOUS EXPENSES

Activity No. _____

Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount	
1.	Communication costs between _____ and _____ (telephone, telegram, telex)					
2.	Drafting, reproduction of reports					
3.	Equipment: vehicles, computers, etc.					
4.	Software					
	Grand Total				_____	

Section VI. Terms of Reference

TERMS OF REFERENCE FOR CONSULTANCY SERVICES FOR DEVELOPMENT OF ENHANCED COMMUNITY HEALTH WORKERS AND HEALTH POST EMR

- **Project title:** Development of Enhanced Community Health Workers and health post EMR
- **Client:** Ministry of Health (MoH)
- **Reporting:** To Permanent Secretary-MOH
- **Duration of services:** 1 year

1. BACKGROUND

Rwanda's success in meeting many of the Millennium Development Goals (MDGs) for health – some far ahead of schedule – is important evidence of the strength of the country's primary health care system. There is consensus internally (as well as externally) that Rwanda could not have achieved the MDGs for maternal and child health three years early without the support of the Community Health Workers.

Rwanda health system lacks the comprehensive digital capabilities that are constraining the intelligent collecting, processing, and sharing of health data, as well as comprehensive policies, standards and legislation that would leverage the potential of integrated health information. There are many opportunities to leverage best practices and policies to advance the health system.

To achieve Universal Health Coverage targets, the Community Health Workers program is one of primary healthcare to be strengthened, for improving the healthcare accessibility and delivery outcome at last mile of the health system structure. The use of digital tool at this level will be the foundation of any other health services digitalization. The Ministry of Health in collaboration with the Ministry of ICT and Innovation, have put in place health sector digitalization plan that includes key project priorities in phased approach from which the development of the enhanced community health workers and health Posts EMR is among.

The desired system will particularly facilitate Community Health workers and Health Posts to delivers services to their clients smoothly. The system will automate the patient journey form it first points of contact and mostly facilitate reporting and monitoring of data flow for

the National level. Same system is expected to allow the integration with other existing health information systems to facilitate data exchange and allow the continuum of care.

2. OBJECTIVE

The main objective of the project is to select a consulting firm to design and develop an Enhanced community health workers and Health Posts Electronic Medical record. The application will improve the reporting process for CHW and HPs, the collecting of patient data at the first point of contact, the time spent by CHW recording patient information for storage purposes and it will also allow the flow of information from the village to the national level.

3. SCOPE OF WORK

- The consultant will design and develop a comprehensive Community Health Workers and Health Post EMR.
- The consultant make presentation of each deliverable, prepare testing session to assure the quality of the product, train the team that will oversee the developed system and also present knowledge transfer plan of the product.
- The system is expected to be a mobile and web application, user-friendly, responsive, accessible on real time basis and accessible to all web browsers in different devices. It should be also friendly to use (with clear navigation structure) and secured.
- The Consulting firm will work closely with the assigned technical team from MoH-Rwanda and QT Software Global ltd (The company that supports MoH in software maintenance) to identify and define the type, quantity and quality of information required.
- It is expected that the consulting firm will conduct bi-weekly presentations and brainstorming sessions to discuss the progress of the system to the designated technical team. Corrective measures should be taken from the issues raised or the feedback collected from the various meetings.
- Prior to any module development, wired mockups should be presented by firm and approved by MoH team.

Specific tasks

The proposals submitted should cover the following tasks:

1. Individual response to each requirement showing if it is scoped.

2. This assignment includes the analysis, review of requirement collected, design and development, implementation set up, system deployment, training, system support and maintenance for the period of 1 year.
3. Provide non-functional requirements required the system hosting
4. The User interface design should be designed with flexibility across the most common screen resolutions (640 x 480, 800 x 600, and 1024 x 768) as well as smart device resolutions.
5. As result, the system should provide specific patient data to the central level (Shared Health Record) through the developed interoperability layer.
6. As result, the system must guide users and validate their inputs before saving or submitting the data.
7. Develop a comprehensive technical documentation of the system which should include at minimum the following documents:
 - Full system documentation (User Manual)
 - Technical Operations Manual (System Administration Manuel)
 - Software configuration document manuel (source code documentation)
 - Security and performance test report (prior to the launch)
 - Full documentation of database management system structure
8. Provide hands on training to MoH and QT Software team in charge of system management (step by step knowledge transfer)
9. Provide post implementation maintenance and support services for the period of one year.

4. KEY RESULTS EXPECTED

- A fully functional mobile Community Health Workers and Web based Health Posts EMR as per the requirements specification document provided by MoH, tested, implemented and operational at the community and Health Posts.

5. DELIVERABLES

- Inception report within the first 2 weeks of the project kick off
- Conceptual design of the desired application with wired mockups.
- Approved production ready system in accordance with the requirements, installed onto MoH's designated production servers
- System deployment architecture which grantee the full availability to all CHW and HP
- Signed off User Acceptance Testing (UAT) report
- Final report including annexes of all project management or progress minutes
- Signed off training report

6. WORK METHODOLOGY AND PLAN

The methodology should include:

- The key phases of the project implementation process,
- The required level of stakeholder involvement that ensures smooth implementation,
- The content and duration of project activities and tasks,
- The information collection tools, the data analysis approach and the work break down structure 'WBS'

7. REPORTING

The consultant contracted will work closely with the MoH Digitization Directorate General in collaboration with QT Software global Ltd(private company supporting MoH). The consultant is required:

- Presentation slides of each module completed
- To provide test script and participate in the testing of the quality and operation of the system
- Knowledge transfer plan of the system to the users and technical team
- Maintenance plan of the system
- To report directly to the assigned Project Manager at MOH and QT Software Global Ltd in English.

Other required reports are as follow:

a. Inception report

This report shall be given two weeks after commencement of the assignment including but not limited to, vendor understanding of the assignment, a demo presentation of the prototype/wired mockups, approach and methodology, proposed work plan for undertaking the assignment, and scheduling of the assignment.

b. The monthly progress reports

This report shall constitute a summary of the accomplished work and the work plan for the coming month. The report shall also identify the problems encountered during the implementation of previous month's activities and the suggested measures and needed help to facilitate the next month's work. This signed report / Minutes should be submitted to MoH every end of Month for the entire duration of the assignment.

c. The draft final report

This report will elaborate all activities undertaken during project execution including all project documentation. This will include all the software development documentation and manuals.

d. Training Report

The Training Report will contain all the details about any training that is conducted with specific topics covered. The report will also contain all the related materials, diagrams and manuals used in the training and for future reference. This should be a training manual in PDF format supported by summarized power point file. The consultant will train at least ten (10) identified project staff from MoH and QT Software Global Ltd.

e. The final report

The final report shall incorporate comments/ feedback from the Client on the draft report and shall be submitted ONE (1) week after provision of feedback.

8. QUALIFICATIONS AND COMPETENCES

The Consulting Firm must have professional experience of 5 years in software engineering projects and at least 2 projects of similar nature. This will be supported by the Consulting Firm profile or list of CVs highlighting list of services offered and specific references of similar assignments.

9. TEAM QUALIFICATIONS (Key Personnel)

A. Project Manager/Supervisor: Project Manager/Supervisor should have the following competences

1. At least Master's in computer science, software engineering, computer engineering with 2 years of experience or bachelor's degree in information technology with 5 years of experience with certifications in PMP/CAMP/PRINCE2
2. Proven three (3) experience of similar assignments for the past five years
3. Ability to manage multiple projects and tasks simultaneously while meeting deadlines
4. Excellent verbal and written communication skills and knowledge transfer skills.

B. Software developers (2): the software developer should have the following qualifications

- At least Bachelor's degree in Computer science, IT, Systems engineering or any other related program.
- IT industry certifications in software development and database technologies.
- At least three similar projects in development of a complex data-rich system.
- Experience of designing and implementing software projects.
- He/She should have practical skills in developing web applications using popular programming languages
- Familiarity with web and application servers including Jetty, Tomcat, WebLogic, JBoss, etc.
- Practical knowledge of technologies used to build CHW and HP application
- Note: the consultant/consulting company will not change the software developer or project manager at any stage of contract execution (during initiation, implementation), unless otherwise approved by the client.

C. System Architect

- At least Bachelor's degree in Computer science, IT, Systems engineering or any other related program
- Proven experience developing strategic system architecture plans
- Extensive experience in system and network creation and development
- Solid understanding of information processing fundamentals and best practices
- Above-average analytical, conceptual and troubleshooting abilities
- Excellent written and verbal communication skills
- Experience conducting technology, trends, standards and products research
- Solid track record in prioritizing and executing tasks when under extreme pressure
- Experience providing guidance and leadership to novice systems engineers
- Proven experience identifying, analyzing and resolving system problems
- Familiarity and expertise in a variety of programs

D. IT Business Analyst

- University degree in Software Engineering, Computer Science, Health Informatics, Health Information Management, Information Technology, Public Health, or a related field.
- At least 7 years of relevant experience working on the set up and implementation of HIS in-health facility settings.
- Professional technical knowledge, expertise and demonstrated ability in HIS development, Electronic Medical Records Systems design, implementation, and capacity building.

- Knowledge of health digital solutions business processes mapping and requirements development
- Ability to integrate/interfaces systems using
- Professional technical knowledge/expertise in system deployment using new and optimized technologies
- Proven experience assessing hospital information systems.
- Professional technical knowledge/expertise in Software Development, System Engineering, Information Systems architecture design and data base management.
- Experience in MIS project management and rolling out of large-scale MIS systems especially in capacity constraints environment/developing countries is highly desirable.
- Demonstrated ability to facilitate strategic discussion to co-create a common vision among stakeholders.
- Fluency in English and Kinyarwanda, Knowledge of French will be an additional asset

f. Duration

The consultancy is expected to be completed in 12 Months starting from the date of the signature of the contract.

10. SYSTEM REQUIREMENT SPECIFICATIONS

Non-Functional requirements

System general requirements

ID	Requirement Description
GEN01	<p>Languages - User Interface: The system should support the following languages, both in terms of text and messages displayed to the user and the format of data (date and number formats) and all associated documentation:</p> <p>English French Kinyarwanda</p>
GEN02	<p>Extensibility: The system must be extensible to allow for integration with open-source reference libraries. The system will minimize proprietary dependencies.</p>
GEN03	<p>Dates: Dates must be displayed in day month year format (DD/MMM/YYYY) (19/Nov/2020)</p>
GEN04	<p>Usability - User Interface: Ease of use is a primary requirement for the user interface. Error messages should be informative and easy to understand and error messages must be written to error logs to enable these issues to be properly audited and investigated. The system should incorporate all usability heuristics to support ease of navigation and general use of the system including data entry.</p>
GEN05	<p>Export File:The IMS Should allow the import and export of CSV files (e.g. excel) by authorized users. Graphics: support Multimedia formats for both video and images</p>
GEN06	<p>Audit Trails: System must be capable of providing audit trails that support legal and audit requirements of RMS.</p>
GEN07	<p>Documentation: Provision of a User-Manual and Technical Manual and training materials.</p>
GEN9	<p>Standard Reports: The system should use dashboard and analytics reporting tool capable of producing a set of standard operational and management reports, data, and graphs. The system should also allow the dynamic query report</p>
GEN12	<p>Real time transactions: Provide real time response transactions submitted by connected devices.</p>

Technical Requirements

ID	Requirement Description
TEC001	Database Schema: There should be a published database schema provided (e.g. a blueprint of how the database is constructed).
TEC002	System Data: All system data must be contained within the database (i.e. not in documents) when synchronization occurs.
TEC003	Offline Capabilities: The system must support data entry and capture in offline mode (e.g. not write to the database but captured in the client side so that the user does not "lose" data entered in offline mode). Basic functionality and tables will be available.
TEC004	Browser Based: The system should be browser based and compatible with Internet explorer, Microsoft Edge, Chrome, Firefox, and Safari.
TEC005	Remote Maintenance Access: The system must be accessible remotely for maintenance, upgrades etc.
TEC006	Remote Monitoring: There should be capabilities for remotely monitoring the performance and usage of the system.
TEC007	General Facilities: The system should have facility to see who is logged on at any one time and provide reports on System usage by User.
TEC008	External Interfaces: External interfaces to other systems should be XML/JSON based or be facilitated through data base integration.
TEC009	Sizing Information: Provision of sizing information to assist with technical infrastructure requirements.
TEC010	Multiple Environments: The system is likely to be run in at least 3 environments i.e. Development, Acceptance Test, Production
TEC011	License Requirements: the system shouldn't require any license and the source code should keep be updated and accessible on GitHub
TEC013	Disaster Recovery: In a period of disaster recovery, MOH would manage and co-ordinate the implementation of the failover
TEC014	System Upgrades: To minimize costs and risks the system must be able to support a seamless upgrade policy. There should be no requirement to reconfigure the package following an upgrade.
TEC018	Centralized Database: The system must maintain all data in a centrally located database (i.e. one that is in common usage in the IT industry).
TEC019	Future Analytics: The DBMS must support reporting tools that have capability to access, summarize, format, and graph all data.

Security Requirements

ID	Requirement Description
SEC001	Security Policy: The new system must comply with Government of Rwanda's Information Security Policy and data confidentiality and privacy law
SEC002	User Access Controls: System Administrators should be able to set up and manage user role based access controls in a configurable manner. This will provide the capability to mix and match access to inventories and workflows to form a series of "Roles". Users can then be allocated one or more "Roles" depending on their specific needs.
SEC003	User Authorizations: To provide transparency and integrity the system should ensure that data needing authorization cannot be authorized by the same user that has input it.
SEC004	Passwords: Access to the system will be restricted by a user and password. All passwords must be hidden when being entered for verification. Passwords held on database tables must be encrypted.
SEC005	System Access: Access to the system will be restricted through password protection to all layers.
SEC006	Hard Coded Passwords: No passwords should be hard coded and there will be a process in place to enable regular changing of passwords.
SEC007	System Time Out: The system should automatically time a user out of the system after a specific period of time if no activity is detected. The period of time should be defined as a user parameter.
SEC008	Database Access: Under no circumstances should the system allow direct user access of any kind to the database. Such access shall only be available to the application and database support teams.
SEC009	Attempted Access: The system must record any attempted access to system by an unauthorized user (i.e. user name and password failures). This should be in the form of a daily report.
SEC010	Data Security: The system should also support the need to restrict user access to groups of data elements. Individual users need to be aligned with a specific health facility with users only having the ability to view or assess warehouses or inventories in their assigned location.
SEC011	Data Imports: Only designated authorized staff will have permissions to upload data.

Operational and maintenance requirements

ID	Requirement Description
OM001	<p>Maintain System Documentation: Ensure maintenance and updated documentation of the software system to ensure that:</p> <ul style="list-style-type: none"> • Source code for the customizations is documented • Business (Functional) specifications are documented • Application documentation is updated to reflect on-going maintenance and enhancements including BRS and SRS, in accordance with the defined standards • User manuals & training manuals are updated to reflect on-going changes/enhancements • Standard practices are adopted and followed in respect of version control and management.
OM002	<p>System Monitoring: ensure overall monitoring and management of the system deployed in the data center and DR site, which includes administration of infrastructure (web/application servers, database servers etc, and all other services ancillary to these facilities to ensure performance and availability requirements of the system.</p>
OM003	<p>System Performance, Uptime, and Security Monitoring: Ensure optimum uptime 24x7 availability, performance, and security of the infrastructure and assets of the system.</p>
OM004	<p>Data Redundancy: Ensure that daily back-up copies of the data are created and maintained safely.</p>
OM005	<p>Storage and Backup: Show IT Infrastructure required for storage and data backup requirements at the DC and DR sites to include the necessary licenses, tools, software, and hardware.</p>
OM006	<p>Hosting Environment: The primary data center will be at the National Data center. The disaster recovery site (DR) will be located at the other site. Development and Testing environments can be located at the other designated sites. Any external environments to include cloud service providers must meet security and data protection and privacy standards.</p>
OM007	<p>Capacity Planning: Provide a plan for capacity issues and demonstrate that the environments and infrastructure are sufficient for system implementation at all levels.</p>
OM008	<p>Disaster Recovery: Provide a plan for failover and continuity of operations in the event of a significant fail event. The system must ensure data integrity in the event of a hardware or software failure. The system must allow for recovery of transactions in progress after a hardware or software failure.</p>

USER REQUIREMENTS FOR RWANDA ELECTRONIC MEDICAL RECORDS FOR HEALTH POST

Definitions of table headings:

Table titles	Description
Id	Functional requirement unique Id
Requirement	The name of the requirement
Business Mapping	mapped Business process diagrams
Description	The description of the requirement
Mandatory/ Desired	<p>This column indicates if the client considers the requirements to be mandatory or desired. Mandatory requirements should be prioritised.</p> <ul style="list-style-type: none"> • Desired requirements are represented by "D" • Mandatory requirement are represented by "M"

1. Patient Registration Process

ID	Requirement	Business mapping	Description	Mandatory /Desired
FRPR 3	Search for Patient	PR3	<p>The user is able to search for a Patient by Identification number, his/her first name, last name or insurance number. Search by Phone Number</p> <p>The system shall return a list of matching patients that displays sufficient data to confirm the patient's identity i.e. First name, Last Name, Gender, ID, Date of birth, phone number, facial image</p> <p>The user is able to find the patient using barcode/QR reader</p>	M
FRPR 1	Add Patient Details	PR4	<p>The user is able to register a new patient and assign a Patient identifier (System creates itself the identifier, and it is NIN, system should allow</p>	M

			<p>other identification methods like finger print, photo etc).</p> <p>The user is able to pull vital information from CRVS in additional to the Patient's demographic details, one or more ID numbers, contact details, address, preferred method and language of communication etc, religion, guardians or next kin contact, nationality.</p> <p>The user is able to edit fields prior to saving.</p>	
FRPH 3	Provide NID/barcode /QR ID	PH8	<p>The user is able to search for and identify the Patient using a unique National ID (NIN).</p> <p>This unique number must be used for all national health information systems.</p> <p>This unique ID will support interoperability.</p>	M
FRPR 5	Generate System ID	PR5	<p>The user is able to create a temporary identification (to be generated by client registry) if the patient is not yet registered in CRVS or for foreign clients. The patient will be registered based on available information, this enquires to open some registration field as optional otherwise, every client will meet the requirements</p>	M
FRPR 6	Edit patient details	PR6	<p>The user is able to edit registration info. The most of vital information are always needed to be verified such as NIN (should not be able to be edited by user), demographics information, next kin, phone number</p> <p>The user is able to select a Patient and view all the Patient details that were captured during registration in order to ensure that the details are up to date.</p> <p>The user is able to inactivate a patient and for the User to capture a Reason for inactivation. This status must be displayed in the Patient header and search returns.</p>	M
FRPR 7	Managing appointment	PR7	<p>The user is able to check if the patient has booked the visit</p>	M
FRPR 8	Add Insurance Information	PR8	<p>The user is able to enter the patient's insurance information. The system shall automatically validate insurance information.</p>	M

			<p>The insurance validation will include membership, Validity and expiration</p> <p>If the insurance details are already linked to the Patient, the user can always verify the most recent status from RSSB system</p> <p>The user is able to link multiple insurers to a patient. More than one Patient can be linked to the same insurance details.</p>	
FRPR 9	Orient Patient	PR9	<p>The user is able to add a new Visit for a Service. Visits include Inpatient, Outpatients and Emergency Visits.</p> <p>Visit details include Visit type, Date and Time, Location, Service and Service Provider and all central reporting details e.g. Origin = 1. New cases from the catchment area (zone), 2. New cases (hors zone), 3. International patients (hors pays). (Required for HMIS reporting.)</p> <p>The user is able to associate one visit to multiple Services.</p> <p>A Visit can have different states e.g. Admitted, Cancelled and Discharged.</p> <p>A new visit has a status of Admitted.</p>	M
FRPR 10	Edit Visit	PR9	<p>The user is able to Edit the Patient visit details including Visit/Encounter type, Date and Time, Location, Service and Service Provider etc.</p> <p>The system shall keep an audit trail of changes.(System should not allow the edit of visit details rather “AVOID” with raison it and create new changes</p>	M
FRPR 11	View Visit	PR9	<p>The user is able to View Patient visit details including Visit/Encounter type, Date and Time, Location, Service and Service Provider etc. (Consider user privileges, and rights), Patient details should not be viewed without permission.</p>	D
FRPR 12	Cancel Visit	PR9	<p>The user is able to cancel a Visit.</p> <p>The system shall keep an audit trail of changes including User, date and time and changes made(Visit with records should not be cancelled</p>	M

FRPR 12	Review Referral	PR9	The user is able to view patient referral information but limited according the user privileges.	M
FRPR 12	Prioritize Services	PR9	The user is able to add a priority to the services for an OPD Visit. The priority can be viewed on the OPD visit lists. The patient will be sent to the most urgent service first.	D

2. OPD Process

ID	Requirement	Business mapping	Description	Mandatory /Desired
FROPD1	View OPD Visit List	OPD1	The user is able to view a list of Patients that have an OPD visit (OPD queue). The list can be filtered/sorted by Location, Service, Provider, Priority and/or Arrival Data and time. Show the total number of Patients in the List. The user is able to view a list of Internal and external referrals in order to follow up care.	M
FROPD2	Select Patient from the Patient list	OPD1	The user is able to select the next patient from the OPD patient visit list and access the Patient record to see the Patient clinical dashboard view. The user is able to see Patients that were admitted to the OPD for a specific date or date range.	M
FROPD2	Take/Add Vital Signs	OPD2, OPD6, OPD7	The user is able to capture vital signs including BP, Temperature, Pulse Rate, Height, Weight etc. The system shall display abnormal flags if the values are outside of the normal reference ranges.	M
FROPD3	View Vital	OPD2,	The user is able to View vital Signs.	M

	Signs	OPD6, OPD7	The system shall display abnormal flags if the values are outside of the normal reference ranges.	
FROPD4	Edit Vital Signs	OPD2, OPD6, OPD7	The user is able to “void” add vital signs. The system shall keep an audit trail of changes including User, date and time and changes made. The system shall display abnormal flags if the values are outside of the normal reference ranges.	M
FROPD3	Review queue	OPD2, OPD6, OPD7	The system should not rearrange patient sequence of the patient in the queue, rather the system following the Vital signs alarming, to prioritize the patient	D
FROPD8	Patient observation or history/View Clinical Dashboard	OPD8	The user is able to view a summary of the Past visits including Current Drug, Diagnoses, Allergies, Procedures, Past visits, Screening tests, most recent results etc. for a specific Patient. The user can access the Diagnose, Procedures, Allergies, Vital Signs, Indicators and Results lists directly from the dashboard.	M
FROPD9	View Clinical Alerts Dashboard	OPD8	The user is able to view clinical alerts including nutritional alerts, communicable and non-communicable disease indicator alerts, abnormal Vital signs, missed appointments, known allergies, alarming lab results that require immediate action, therapeutic/ immunological failure screening tests that should be performed based on e.g. age or screening tests that are overdue, immunisations that are due to be administered based on e.g. age and immunizations that are overdue etc.	M
FROPD10	View Visit information for a series of	OPD8	The user is able to view related visits and allow the user to access the information per visit	M

	visits.			
FROPD11	Add Patient History	OPD8	The user is able to add Patient History including Past medical history, Lifestyle, Family history, Drug and Procedural history etc.	M
FROPD12	View Patient History	OPD8	The user is able to view the Patient History including Past medical history, Lifestyle, Family history, Drug and Procedural history etc. The user should be able to view the past history from SHR The Patient history can be viewed across visits so that the patient history only needs to be captured once but can be viewed and updated every time the patient visits.	M
FROPD13	Update Patient History	OPD8	The user is able to update the Patient History including Past medical history, Lifestyle, Family history, Drug and Procedural history etc. The Patient history can be updated across visits.	M
FROPD13	Add Clinical Documentation	OPD8	The user is able to capture clinical findings related to the specific Service for the visit. The user is able to add multiple clinical notes per visit. The author and creation date and time shall be recorded by the system. Documentation is captured as structured data including Current complaint/ reason for visit, History, Allergies, Current Meds, Clinical findings from physical exams, Vital Signs, Pain scores, Structured Service specific assessments, Problems, Treatments, Care plans, Therapy, tests etc. The system shall support multiple clinical templates for clinical documentation depending on the Service requirements.	M

			Free text documentation should be allowed but restricted in its use in order to support clinical reporting.	
FROPD14	Add scoring assessments	OPD8	The user is able to add clinical findings that can auto calculate scores e.g. Risk of pressure ulcers, falls risk, expected date of delivery, DPA, BMI, HIV clinical staging, systematic TB screening, Diabetes and hypertension risk etc.	D
FROPD15	Add Manual Test results	OPD8, OPD9	The user is able to add test results for tests that are completed in the clinical environment e.g. urine dipstick results, HIV finger prick test results, Manual glucose level etc. The user is able to see abnormal flags if the results are out of range.	D
FRLB1	Placing orders and review results (lab and image)	LB1, LB2, R1, R2, OPD12, OPD15	The user is able to access the ordering and prescribing functions directly from the documentation process in order to prevent double entry i.e. document tests then ordering the same tests. The orders will be saved in the therapy section of the note and on the order lists. The user is able to see only available test and imaging services. Lab test and images services that need insurer's approval should be activated upon validation.	M
FROPD13	Add Diagnosis, Allergies and procedure	OPD13	The user is able to add a Patient Diagnosis by searching from a coded list. The search will enable the user to add a search string and get a return. The coded Diagnosis list must be complete. The user is able to add a preliminary diagnosis as well as a final diagnosis. The user is able to add the primary diagnosis as well as one or more	M

			<p>secondary diagnoses, complications or co-morbidities.</p> <p>Free text non coded diagnoses should be avoided if the list is complete.</p> <p>The user is able to document the Patient as a new or old case depending on local protocols.</p>	
FROPD13	Add Diagnosis details	OPD13	The user is able to add additional details to the problem e.g. Onset date and status e.g. Active, Inactive, Resolved or Cancelled.	M
FROPD14	View Patient Diagnoses	OPD13	<p>The user is able to access a list of Patient Diagnoses across visits.</p> <p>The user can see which Problems are active, resolved or inactive.</p> <p>The user can view the details per Diagnoses.</p>	M
FROPD15	Search using favourite Diagnoses	OPD13	The user is able to add Diagnoses to a favourites list in order to find them more easily or allow the user to view a list of and select frequently searched for Diagnoses.	D
FROPD15	Edit Diagnosis	OPD13	The user is able to edit a Diagnosis or details in order to correct any errors.	M
FROPD16	Add Patient Allergies	OPD13	The user is able to add an allergy by searching from a coded list. The search will enable the user to add a search string and get a return. The coded list must be complete. Allow the user to add drugs allergies, food allergies and environmental allergies as well as details like a reaction type.	M
FROPD17	View Patient Allergies	OPD13	The user is able to access a list of all Patient allergies from the Patient dashboard as well as viewing allergies in the Patient header.	M

FROPD18	Edit Patient Allergies	OPD13	The user is able to edit an allergy and update the details and status. All changes are audited.	M
FROPD19	Cancel Allergies	OPD13	The user is able to cancel an allergy if there is an error. All changes are audited.	M
FROPD11	Add procedures	OPD13	The user is able to add a procedure by searching from a coded list. The search will enable the user to add a search string and get a return. The coded list must be complete. The user can add scheduled procedure date, urgent/planned procedure, major or minor surgery, facility and Surgeon.	M
FROPD12	View Procedures	OPD13	The user is able to access a list of Patient procedures from the Patient dashboard. The list will include date and time of procedure, description and facility performed, surgeon, complications and outcomes.	M
FROPD13	Edit Procedures	OPD13	The user is able to Avoid not edit a procedure by searching from a coded list. The user can edit the procedure details including scheduled procedure date, facility and Surgeon. After saving the procedure should be avoided not edited	M
FROPD14	Cancel Procedures	OPD13	The user is able to cancel a procedure in case of an error. All changes are audited.	M
FRPH1	Add Drug History	PH1	The user is able to add Drugs to their notes by searching a coded list. Drugs are captured in different sections of the notes The user is able to search using a coded list.	M

			<p>The available Drug list must be complete.</p> <p>The user is able to add a free text Drug if they cannot find the drug on the list.</p> <p>The use see available drug and quantity. If the drug is not available in local pharmacy, the system should indicate where to find the similar drug in external pharmacies</p> <p>The drug dispensed prior the approval of insurer should be activated upon the approval</p>	
FRPH2	Search using favourite Drugs	PH1	<p>The user is able to add Drugs to a favourites list in order to find them more easily or allow the user to view a list of and select frequently searched for Diagnoses.</p>	D
FROPD17	Update Plan of Care	OPD17	<p>The user is able to document the outcomes for specific visits or for a particular care plan.</p> <p>The user is able to select outcomes from a pre-specified list and can document free text comments if required.</p> <p>It is very important to document the outcomes in order for central data centres to evaluate the effectiveness of treatment.</p>	M
FROPD18	Document Patients follow-up visit, lost to follow up	OPD18	<p>The user is able to schedule next visit and monitor attendances</p> <p>The user is able to document if a patient is lost to follow up based on standard procedures and guidelines.</p> <p>Based on existing standards procedures and guidelines, the system can also</p>	M

			automatically update the status of the patients lost to follow up.	
FROPD19	Update Lost to follow up status	OPD18	The user is able to update the Patients status from lost to follow up to active on the program or add them to the same program again. If the patient was lost to follow up, that record must be preserved so that the clinician can view a history and see that the patient stopped and started treatments.	M
FROPD20	View list of Patients lost to follow up	Reportin g	The user is able to generate a list of patients that have not returned for follow-up visits. The lapse time after the visit due date is configurable.	M
FROPD21	Print the Lost to follow up report.	Reportin g	The user is able to print the lost to follow up report.	M
FRBP1	Add Billable consultations	BP1	The user is able to select the type of consultation in order to create a consultation billing transaction.	M
FROP52	Provide Patient portal	Future process	The user is able to capture clinical findings remotely using a smart phone or laptop e.g. Weight, Blood pressure, Heart rate, Glucose level etc. in order to manage their own care and support early warning messages to alert the patient if they should go to the local health centre or facility for medical assistance. The portal can be used to manage communicable and non-communicable diseases. The portal can also provide the Patient with a clinical summary from their visits to facilities as well as provide Patient education.	D

			The same portal will be designed to handle appointment where the patient can book himself/herself the appointment	
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3. Discharge Process

ID	Requirement	Business mapping	Description	Mandatory /Desired
FRD1	Discharge Patient	D5, D7	<p>The user is able to discharge a Patient and capture patient specific clinical details related to the discharge.</p> <p>The details include discharge diagnosis, the discharge destination, reason for discharge i.e. Authorized/Cured, Abandoned, Deaths, Referred and Counter-referred.</p> <p>The Visit status shall automatically be updated to Discharged.</p>	M
FRD2	Add discharge summary	D8	<p>The user is able to add a discharge summary using a predefined discharge template e.g. display a fields for Patient History, Allergies, Diagnosis, Treatment, Recent results, Current Medication and Patient progress etc.</p> <p>The system administrator configures forms that have structured fields for completion as well as allowing the doctor to complete free text comments.</p> <p>Discharge form should include the following:</p> <ol style="list-style-type: none"> Safe use of medications; Safe use of medical equipment; Potential interactions between medications and food; Nutritional guidance; Pain management; 	M

			f. Diagnostic test and rehabilitation techniques.	
FRD3	Add detailed discharge summary	D13	<p>The user is able to add a discharge summary using a predefined discharge template that is populated with data from the system e.g. Patient History, Allergies, Diagnosis, Treatment, Recent results, Current Medication and Patient progress etc.</p> <p>The user is able to add additional free text comments if required.</p> <p>The system administrator defines templates that collate the clinically relevant details that summarise what happened during the visit in order for the next care provider to continue with care.</p>	D
FRD4	View Discharge summary	D3	The user is able to view the discharge summary per visit.	M
FRD5	Edit discharge summary	D3	The user is able to edit the discharge summary. A full audit is stored for changes made.	M
FRD6	Print discharge summary	D3	The user is able to print the discharge summary.	M
FRD7	Email discharge summary	D3	The user is able to email a discharge summary to the next care provider.	D
FRD8	Add External transfer clinical document	D8	<p>The user is able to add external transfer clinical documentation with predefined details e.g. transfer to location, transferring service and reason for transfer.</p> <p>The system shall prepopulate significant information e.g. allergies, diagnoses, latest results.</p> <p><i>Note: The system shall flag Patients with an external transfer document so that they appear on the external transfer list.</i></p>	M
FRD9	Print External	D8	The user is able to print a formatted version of the external transfer document.	M

	transfer document		The print out will include relevant clinical information, printed dates and time and facility header etc.	
FRD10	Email External transfer document	D8	<p>The user is able to email a formatted version of the external transfer document to the relevant recipient. The email will include relevant clinical information, dates and time and facility header etc.</p> <p>The referral/transfer sheet should include:</p> <ul style="list-style-type: none"> a) The reason for referral/transfer; b) Significant findings; c) Procedures and treatments; d) A list of current medications; e) The patient's immediate condition; f) Where the patient is being transferred; g) The type of transportation and required monitoring during transport. <p>The system should notify the receiving facility.</p>	D
FRD11	View a list of external transfers.	IP1, OP1	<p>The user is able to view a list of external referrals in order to follow up on their progress.</p> <p>Once the user has received feedback, they can mark the referral as complete.</p> <p>The external transfer documents and feedback will appear with all the clinical documents on the Clinical Notes list.</p>	M
FRD12	Add counter referral notes external referrals.	OP1 5, IP8	The user is able to add counter referral feedback to a clinician that referred the Patient in order to maintain the continuity of care.	M
FRD13	Print counter referral	OP1 5,	The user is able to counter referral feedback in order to provide feedback via the Patient.	M

	notes external referrals.	IP8		
FRD14	Send follow-up comments for external referrals.	OP1 5, IP8	The user is able to mail follow up feedback to a clinician that referred the Patient in order to maintain the continuity of care.	D
FRD 15	Add billing transaction for Inpatient services	D10	The user is able to bill relevant inpatient service fees e.g. type of bed or consumables used in order to automatically create billing transactions.	M
FRD17	Complete Patient Satisfaction Survey	D18	The user is able to fill the patient service satisfactory survey when discharged (An automated system for patient satisfaction survey linked via phone upon receivable of discharge message)	D

4. Laboratory Department Processes

ID	Requirement	Business mapping	Description	Mandatory /Desired
FRL1	Maintain Catalogue of Lab tests	system	The system shall support a centralised or harmonized national catalogue from which a facility can select Laboratory tests that are available in the facility. The system shall support the additional of concept per order and result catalogue item e.g. categories, data types, rules, calculations, reference ranges. The same list of tests must be used for requests and billing.	M
FRL2	Maintain Catalogue of Lab, Drug and Diagnostic test	system	The system shall support client specific catalogues of available order sets and panels (logically grouping of multidisciplinary orders and services)	M

	Order sets		The order sets range from simple nursing care plans to complex clinical guidelines. The system shall support the additional of concept per order and result catalogue item e.g. categories, data types, rules, calculations, reference ranges.	
FRL3	Search for Lab Tests to Order	L4, L6	The user is able to search for a Laboratory order using a predefined description or a standard code.	M
FRL4	Select Laboratory Tests from list	L4, L6	The user is able to select Laboratory tests from a list of frequently requested tests. The tests are grouped logically based on the Lab departments e.g. Bio-Chemistry, Hematologic, Immunology, Parasitology, Bacteriology, etc.	M
FRL5	Request Laboratory Tests	L1	The user is able to order one or more Laboratory tests. The system shall automatically generate Order IDs.	M
FRL6	Add Laboratory Order Details	L1	The user is able to add additional detail to the laboratory order e.g. Priority , source, test name, date & time (defaulted), patient shall be fasting, transportation requirements, tube type, quantity of blood etc.	M
FRL7	Add and View Lab Order permissions	L1	The system shall support ordering permissions to control who can order which tests and who can view the different orders.	M
FRL8	Duplicate checking of Laboratory Order	L1	The system shall support rules to identify duplicate orders based on exact match or a configurable time frame since last order or the same test. This applies to Laboratory Orders, Diagnostic tests, Admission and Medication Orders. The user shall be prompted if they are requesting duplicate orders. Allow the user to processed and add a reason for override.	M

		L1	The system should display a notification when lab test is not available	
FRL 9	Add Orderset	L1	The user is able to add a standard order set i.e. ordering a test that is made up of a group of tests e.g. Std. Preoperative bloods includes a Group and save, cross match (optional), FBC, U&E and Prothrombin Time or a Std. regimen of drugs for HIV or a Chronic disease care plan for e.g. HIV.	M
FRL 10	Add Lab tests to Existing Order	L1	The user is able to add additional tests to an existing order and or sample so that the same sample can be used and the patient does not have to be bled again e.g. add a titre test after a positive screen. This must be controlled by permissions.	M
	Decision Point	L2	Someone to decide when exams are not paid	
	Collecting Samples	L3	Samples for OPD are collected in lab	M
FRL1 1	Track Progress of Lab Tests	L1, L8,L9, L10	<p>The system shall support the use of states to track the progress of the Order. Events that would update status include:</p> <p>Test ordered – trigger when new order saved.</p> <p>Sample collected – triggered when user adds date and time of sample collected</p> <p>Received in lab – triggered when the user received specimen in department</p> <p>Test in process – triggered when user starts analysis.</p> <p>Waiting for review – triggered when result entered but needs to be reviewed (configurable step)</p> <p>Interim result – triggered when a result is released in an interim status e.g. Micro result after 24 hrs will be followed up with final result after 48 hrs.</p> <p>Final result – triggered when the results is reviewed and released</p>	M

			<p>Result updated – triggered if any edits are made for results</p> <p>Sent Externally – triggered when test is marked to be sent externally for processing.</p> <p>Paid/ Not Paid – cashier enters cash/insured payment for test in order to update status</p> <p>The system shall support updating statuses as a result of messages received from external lab systems via HL7 or another standard message.</p>	
FRL1 2	Print Test requisition forms	L1	The user is able to print a paper order form to accompany samples e.g. for tests that are processed externally.	M
FRL1 3	Add billing transaction from Laboratory Order	BP1	The system shall automatically create billing transactions when a Laboratory order is saved to prevent the cashier from searching for and selecting the order again.	M
FRL1 4	Alerts for orders not covered by Insurance	L1	<p>The user is able to crosscheck the test ordered against what the linked insurer for this visit will cover.</p> <p>The system shall notify user if one or more tests are not covered, or only partially covered and indicate costs.</p>	M
FRL 15	Alerts for orders not in stock	L1	<p>The user is able to crosscheck the test ordered against the available drug stock or test availability in order to decide if an external transfer is required for the drug or test.</p> <p>Note: <i>Tests might not be available due to no reagent or faulty equipment.</i></p>	D
FRL1 6	View Orders list	L1	<p>The system shall display a list of orders per Patient across visits.</p> <p>The list of orders shall display description, date and time sequence, ordered by, status, Paid status and link to results when they have been processed to view the results.</p>	M

			The system should have the capabilities to search orders by Names, Phone Number, Date, System ID, National ID, NIN, Department, Physician	
	Notification	L13,	The system should be able to notify the lab manager when the sample is rejected.	
	Identification of Samples	L12	The system should generate a Lab code(printed as barcodes, QR Code, etc..) to be labelled on patient's samples The system should have the capabilities of scanning the printed Lab codes(barcode)	
FRL1 7	Edit Laboratory Tests	L16, L17, L19	The user is able to edit laboratory test orders. The system shall support the edit of one or more additional order details. The system shall keep an audit trail of changes including User, date and time and changes made.	M
FRL1 8	Cancel Laboratory Test	L16, L17, L19	The user is able to cancel a laboratory test order that has never been processed Allow the user to capture reason for cancellation.	M
FRL1 9	Receive Laboratory Results from analysers	L16, L17	The system shall support the receipt of results directly from the laboratory analysers. The abnormal flags are also transmitted from the analysers. The results are linked to the Patient order via the test name and order ID.	M
FRL2 0	Receive Laboratory Results from analysers	L16, L17	The system shall support the receipt of results directly from the laboratory analysers. The abnormal flags are also transmitted from the analysers. The results are linked to the Patient order via the test name and order ID.	D
FRL2 1	Validate Lab results	L20	The system shall support workflow for results to be verified or authorised prior to being released to clinicians. Authorised users are able to review the results and	M

			authorise their release, edit results, add comments or retract results for reprocessing or cancellation. Results are reviewed for quality e.g. completeness, any obvious errors, contradictory values etc. Once the results are verified that are available to the clinicians. The workflow can ensure every result is verified by an authorised user or results that fall outside certain parameters. Users are able to view previous results for this patient when verifying results.	
	SMS Alert	L22	The system should notify the patients that results are available.	
FRL2 2	Result rejection list	L20, L21	The user is able to view a list of rejected results in order to address quality issues etc. with equipment or technicians.	D
FRL2 2	Quality Assurance Runs	L17, L20,L2 1	The user is able to process quality assurance samples and enter values of lab results as part of Quality check runs. The user is able to capture results from standards testing samples sent to National Standards Lab, print the results and sent them back to the National Standards lab.	D
FRL2 3	Review/ Laboratory Results	L19, L20, L22	The user is able to view all laboratory results per patient. Results can be filtered or sorted based on test name, type of test e.g. Chemistry vs Haematology results, date and time, status etc. The user is able to view all historical results as well as results for this visit. The system shall display different types of results including, numeric results, short textual results, long textual results and large formatted results. The system shall display dates & times, values, units of measure, reference ranges, abnormal flags, comments, status and	M

			<p>performing technician.</p> <p>Manual results captured by a clinician e.g. urine dipstick results, HIV finger prick test results, Manual glucose level etc. can be seen in combination with lab results.</p>	
FRL 24	View audit trail of results	L1-L24	The user is able to view updated results as well as track when the result was updated, who updated the result and what was the change made.	M
FRL 25	Graph Laboratory Results	L19, L20, L22	<p>The system shall support graphing of one or more numeric results with different units of measure on the same graph. Allow the user to select the indices they wish to graph.</p> <p>The system shall support graphing of dates, times and doses of medication dispensed vs. numeric indicators e.g. dispensing blood pressure medication vs. Blood pressure results.</p>	D
FRL2 6	Abnormal Result alerts	system	<p>The user is able to receive on screen alerts to notify them when an abnormal result has been returned for any of their patients and allow them to act on the result urgently.</p> <p>The types and ranges of alerts are configurable e.g. a doctor might only want to be alerted to specific abnormal results.</p>	M
FRL2 7	Abnormal Result SMS alerts	system	<p>The user is able to receive SMS alerts to notify them when an abnormal result has been returned for any of their patients and allow them to act on the result urgently.</p> <p>The types and ranges of alerts are configurable e.g. a doctor might only want to be alerted to specific abnormal results.</p>	M
FRL2 8	Outbreak Alerts	system	The user is able to receive an on screen alert if their patient results indicate a possible outbreak in the area e.g. Ebola so that they can notify the appropriate authorities.	M

FRL2 9	Outbreak SMS Alerts	system	The user is able to receive an SMS alert if their patient results indicate a possible outbreak in the area e.g. Ebola so that they can notify the appropriate authorities.	M
FRL3 0	Configure Graphical views	L19, L20, L22	The system shall support the setup of predefined graphs for one or more clinical indicators for a particular specialty or program e.g. CD4, Viral load for HIV, Blood glucose level, etc.	M
FRL3 1	Print Laboratory Results	L24	The user is able to print results including the description, values, dates and times, normal ranges, abnormal flags and any comments. The user is able to print the lab results as a report. The system should only include validated lab results in the print out. Print out should display Abnormal results, units of measure, reference ranges, result comments etc. <i>Note:</i> Print out for lab test requests coming from other facilities should include facility name in the report.	M
FRL3 2	Mark Results as reviewed	L19, L20, L22	The user is able to mark the results as reviewed.	D
FRL3 3	Link Order to Indication	L1	The user is able to link the lab order to one or more clinical indicators at the time of ordering.	M

5. Stock management, Prescription and Dispensing medication (drugs, consumables and Medical devices) Process

ID	Requirement	Business mapping	Description	Mandatory /Desired
FRP HR1	Update/upload initial stock,	PHR 1	The user is able to import a master list of stock items (National list of essential medicines)	M

	Check physical and logical store		<p>from a centralised list of standard drug descriptions. These standard descriptions are used for ordering, billing and stock management. The items have extra details e.g. standard drug code, strength, units, storage requirements, mark up, cost price etc.</p> <p>The user is able to import a master list of stock items from a centralised list of standard descriptions. These standard descriptions are used for ordering, billing and stock management.</p> <p>The same list of drugs must be used for ordering, prescribing and billing.</p> <p>The system should allow the user to review both physical and logical and check if the stock is sufficient for both man store and dispensing stock</p>	
FRP HR2	Managing stock out and expiries, Stock adjustment	PHR 2	<p>System should allow drug update based on findings with tangible reasons</p> <p>The user is able to review which stock items are about to run out or are over stocked and identify where the stock is stored and Expiration date as well.</p> <p>The system should be capable to allow the user to set the minimum stock and maximum stock basing on supply chain standards and dispensing standards.</p> <p>The system should be able to send an emergency order in case of a stock about to run out.</p> <p>The user can access a report as well as seeing expiry alerts on the stock levels list.</p>	M
FRP HR3	Stock review and ordering(requisition)	PHR 3	<p>The user is able to view stock levels across the dispensing pharmacies, per store, Service, location or cost centre.</p> <p>The user is able to view what stock items are</p>	M

			<p>ordered, what items need to be ordered based on predefined reorder levels, what stock is reserved, what stock is over stocked based on predefined levels and what items have sufficient levels of stock.</p> <p>The user is able to create a new stock order requisition consisting of one or more stock items with the required quantity per item. The user is able to select a supplier and link the order to a Program.</p> <p>The system should allow electronic stock order externally and internally.</p> <p>The system should have the capabilities of requesting order automatically basing on historical consumption and stock at hand (Referer RMS)</p>	
FRP HR4	Stock approval	PHR 4	The user can approve the request to allow further stock requisition processes	M
	Receive new stock	PHR 5	The system should have the capability to receive the new stock from suppliers through integrations	
FRP H7	Search for Drug	PH7	<p>The user is able to search for Drug orders using a description or a standard code.</p> <p>The system should notify the supplier for damaged product</p>	M
		PHR 8	The system should have the capabilities to use FEFO (First expired First Out) at all levels.	
FRP H8	Request Drug and Consumables order	PH8	<p>The user is able to add a Drug order and Consumables.</p> <p>The user is able to add additional Drug details including strength, form, dose, frequency, repeats and route, start date. The system must display the Patient weight, height and BMI at the time of prescribing.</p>	M

			<p>The script will automatically appear on the Pharmacy list ready for dispense.</p> <p><i>This could be an integration point to a stock management system in order to update stock levels in real time.</i></p>	
FRP H8	View Allergies when ordering Drug	PH8	The user is able to view active allergies at the time of ordering Drugs.	M
FRP H9	Add Drug Regimen	PH8, PH9	<p>The user is able to order a regimen of drugs e.g. ARV treatment, prophylactics, TB medicines etc. Each Drug will have its own order details.</p> <p><i>This could be an integration point to a stock management system in order to update stock levels in real time.</i></p> <p>The user is able to request scripts that are filled by external Pharmacies.</p> <p>The external scripts do not appear of list for the internal pharmacy to dispense.</p>	M
FRP H10	Make a combination of molecules	PH8, PH9	The user is able to select molecules to make a combination regimen.	M
FRP H11	Generate a script number	PH9	The system shall generate a script number to identify one or more Drugs prescribed at the same time. This will facilitate a list of ordered scripts waiting to be dispensed per Patient in the Pharmacy dispensary.	D
FRP H12	Add Order set	PH8, PH9	<p>The user is able to order a group of drugs as part of an orderset to prevent the user from searching for each item individually.</p> <p><i>This could be an integration point to a stock management system in order to update stock levels in real time.</i></p>	D
FRP H13	Add billing record from Drug order	BP1	<p>The system shall automatically add a transaction to the Patient bill as a result of the User adding a Drug order.</p> <p>There will be a seamless integration between</p>	M

			ordering billing and stock management.	
FRP H14	Standardise the Drug list	PH7, PH8, PH9	The system managers shall standardise the Drug order list, billing list and stock management lists so that they share the same descriptions and codes. If a Drug is ordered by the HCW, the same Drug description is dispensed, the same Drug description is billed for and the same Drug description is ordered from internal or central stores.	M
FRP H15	Drug interaction checking	PH7, PH8, PH9	The system shall support drug-drug, drug-allergy and drug-disease interaction checking. The user is able to be alerted if the prescribed drugs have adverse patient effect.	M
FRP H16	Verify Weight when Prescribing	PH7, PH8, PH9	The system shall display the weight when weight dependant Drugs are ordered.	M
FRP H17	Dose checking	PH7, PH8, PH9	The system shall support dose checking at the time of prescribing and automatically indicate if the dose is incorrect for the Patient age, weight etc.	M
FRP H18	Verify if Drug is in Stock	PH8, PH9	The system shall check if the prescribed drug quantity is in stock at the time of prescribing and warn the Dr at the time of prescribing so that they can adjust the prescription of prescribe externally. <i>There could be a call to an integrated stock management system in order to display real time stock levels.</i>	M
FRP H19	Display Drug Costs	BP1	The user is able to view the cost of the selected Drug during the prescribing process and might decide on a different Drug based on the patient's ability to afford the Drug.	M

FRP H20	Drug Expiry alerts	PH7, PH8, PH9	<p>The user is able to view drugs that are marked by Pharmacy or the main store as needing to be used up either as a result of stock piling or the items are due to expire and must be used.</p> <p><i>There could be a call to an integrated stock management system in order to display real time stock expiration dates.</i></p>	M
FRP H21	Print Script	PH7, PH8, PH9	<p>The user is able to print a formatted prescription for the patient to take to the next care provider showing description, strength, dose, route, units and script instructions.</p> <p>The system should support printing specific instructions based on Drug ordered e.g. take with food or take before bed.</p>	M
FRP H22	View Drug order list	PH7, PH8, PH9	<p>The user is able to view a list of Drugs orders. The user can view the order details including drug strength, type and dose (units/volume, frequency and duration)</p>	M
FRP H23	View Drug List	PH7, PH8, PH9	<p>The user is able to view a list of Drugs across visits including the current Drugs and past Drugs.</p>	M
FRP H24	Cancel Prescription	PH7, PH8, PH9	<p>The user is able to cancel a whole script or one or more line items within the script. Allow the user to capture reason for cancellation.</p> <p><i>This could be an integration point to a stock management system in order to update stock levels in real time.</i></p>	M
FRP H25	Display Prescriptions awaiting dispense	PH7, PH8, PH9	<p>The user is able to view list of prescriptions awaiting to be dispensed. The list display Patients and script numbers. Each script displays one or more line items.</p> <p>The user is able to view if the script has been paid for or not.</p>	M
FRP	Display Drug	PH7,	The user is able to view a list of prescriptions	D

H26	orders waiting for collection	PH8, PH9	awaiting collection. Allow the user to filter the queue based on status paid but allow the user to view all outstanding prescriptions. The system shall be able to sort or filter prescriptions based on Date & time, Location and status.	
FRP H27	Dispense Drug and Consumables	PH7, PH8, PH9	The user is able to dispense Drugs and Consumables and add details including quantity. (Lot number, batch and date and time of expiry per line item will be auto populated for review). The system shall support dispensing multiple line items per script. The system shall automatically update the stock levels with quantity dispensed. (The system should have the capability to automate the dispensing process)	M
FRP H28	Print Script Labels	PH7, PH8, PH9	The user is able to print formatted labels for the Drug showing drug, dose and administration instructions.	M
FRP H29	Display dispensing alerts	PH7, PH8, PH9	The system shall display alerts if the Drug has expired or if the lot number is flagged with e.g. recall.	D
FRP H30	Collect Drug	PH7, PH8, PH9	The user is able to record that the Drug was collected by the Patient or guardian. The system shall support adding comments e.g. such as given to community health worker to be delivered to patient.	D
		PHD R1	No user re	

6. Administer Drugs Process

Ref	Requirement	Proc	Description	Mandato
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		ess Step		ry /Desired
FRAD1	View Drug administration list	AD1	<p>The user is able to view a list of Patients that require drugs to be administered.</p> <p>When the Dr saves a prescription for drugs to be administered in the facility, the system generates one or more administration tasks based on the prescribed start date, frequency and intervals that drugs should be taken.</p> <p>The user is able to view payment details and if the drugs have been dispensed.</p>	M
FRAD2	Document drug administration	AD7	<p>The user is able to document drug administration and capture details including drug description, date and time, strength, dose, frequency, route, quantity, staff member that administered etc. as well as add comments if there was a problem administering the drugs.</p> <p>Details are captured per drug administered.</p>	M
FRAD3	Alert if drug administration tasks are overdue	AD1 , AD7	<p>The system is able to alert the user if drug administration tasks are overdue.</p>	M
FRAD4	Display Administration Alerts	AD7	<p>The user is able to view alerts for expired drugs or drug interactions at the time of administering drugs in order prevent adverse reaction or to be prepared for mild but acceptable interactions.</p> <p>These alerts include dose checking.</p>	M
FRAD5	Record remaining drugs	AD7	<p>The user is able to review how many tablets/quantity remains from the total dispensed quantity after they have dispensed the correct dose. This allows the user to balance the total remaining drugs that were dispensed verses the drugs administered. The user can record reasons for why there are more or less drugs than there should be.</p>	M
FRAD6	Display number of missed doses	AD1 AD6	<p>The system should display the number of missed doses and alert the user for appropriate action</p>	M

			The user is able to fill a formal incident report to the management team in case of any incidents.	
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7. Schedule New or Follow Up Appointment Process

Ref	Requirement	Process Step	Description	Mandatory /Desired
FR VF1	Review and update an Appointment	VF1, VF2, VF3, VF4	<p>The user is able to add a Patient appointment.</p> <p>The user is able to capture appointment details including reason for appointment, appointment type, date and time, duration, provider or clinical area and possible special equipment.</p> <p>The user is able to search a calendar scheduler for a Patient appointment. The search can be by patient or appointment date and time etc.</p> <p>The system shall display a schedule for a location or a provider.</p> <p>The system shall support day, week and month views of appointments as well as selected dates.</p> <p>The system shall clearly show available appointments.</p> <p>The user is able to edit the Patient appointment e.g. update the time or location etc.</p> <p>The user is able to cancel an appointment. If the patient arrived for an appointment in the past, it cannot be cancelled.</p> <p>The system will automatically send scheduled educational material to the Patient based on their treatment care plan via e.g. SMS/ data message.</p>	M
FR VF2	Send appointment reminders	VF4	The user is able to send new and follow up appointment reminders to the Patients via email or SMS.	M

			<p>The system shall support scheduled appointment reminders that are configurable per facility e.g. the reminder can provide education as to how important it is for the patient to attend.</p> <p>The user is able to manually trigger appointment reminders.</p>	
FR VF3	Route reminders	VF4	The user is able to route appointment reminders to either the patient or the health care worker.	D
FR VF4	Reschedule an appointment	VF1, VF2, VF3	The user is able to reschedule an appointment.	M
FR VF5	Add a series of appointments	VF1, VF2, VF3	<p>The user is able to set patterns of recurring appointments according to guidelines e.g. x number of appointments every Wednesday for next 5 weeks or twice a month on Monday for 1 month then once a month for 6 months.</p> <p>The user is able to schedule the next appointment date for Counselling as well as for medications in HIV programs.</p> <p>The user should be able to select a guideline and the required appointments will be scheduled automatically.</p> <p>When the patient arrives for a scheduled appointment, the system should automatically schedule the next appointment based on the guidelines.</p>	D
FR VF6	Display scheduler in relevant clinical workflows.	VF1, VF2, VF3	The system is able to assist the user by displaying available appointments that fall within the clinical window for the patient e.g. if user enters EDD for pregnant woman, the system shows appointments that are required based on the care plan.	M
FR	List Missed	VF5	The user is able to view a list of missed	M

VF7	Appointments		appointments based on different parameters e.g. days past due, clinic, contact info, care team, disease and reason for visit. The system is able to alert the user if a scheduled appointment has been missed.	
FR VF8	Bulk editing of appointments	VF1, VF2, VF3	The user is able to bulk edit appointments e.g. linked scheduled appointments or all appointments outstanding for a patient e.g. in the case of a deceased patient.	D
FR VF9	Check in a Scheduled appointment	VF1, VF2, VF3	The user is able to check in an appointment and create a visit from a scheduled appointment and capture details including Visit/Encounter type, Date and Time, Location, Service and Service Provider. The system shall update the visit status to Checked-in/ Arrived.	D
FRSC 15	Check out an appointment	VF1, VF2, VF3	The user is able to checkout an appointments and document relevant details e.g. date and time and check out details e.g. sent home or transferred out of the program.	D

8. Billing process

Ref	Requirement	Process Step	Description	Mandatory /Desired
BP	Configuration and administration		<ul style="list-style-type: none"> The system shall allow a system administrator to upload of existing insurance list with its associated data. The system shall allow for the system administrator to add facility services provided in the hospital as an uploaded list. The system shall allow the system administrator to grant system privileges to users. The system shall allow the system 	M

			<p>administrator to manage system users (addition, deletion).</p> <ul style="list-style-type: none"> • The system shall allow the system administrator to upload the list of all billable tests and drugs and its associated data. • The system shall allow for the management of the insurance service categories, including new additions. • The system shall allow for the view of billable services categorised by insurance or all. • The system shall allow for the system administrator to view reports on user transaction logs or audit trail • The system shall allow for the system administrator to update price lists • The system shall allow for the system administrator to add new facility services 	
RFBP 1	Creation of bill, cash collection and deposit	BP1, BP2, BP3, BP4, BP5, BP6, BP9, BP10	<ul style="list-style-type: none"> • The system shall allow for the creation of a patient bill • The system shall indicate the service where the patient invoice/bill is being charged • The system shall allow addition of multiple bill elements such as consumable items, and medications • The system shall allow for adjustment of quantities of selected items from the default quantities and automatically compute the total bill amount • The system shall apply the insurance payment percentages on the total patient 	M

			<p>invoice/bill amount</p> <ul style="list-style-type: none"> • The system shall allow rounding set up according the guidelines available • The user can search the patient bill record • The user can delete patient bill if it is not yet paid. Once the bill record has been confirmed, the system shall block the user from editing a bill record in such a state. • The system shall display the historical listing of bill records • The user can print patient receipts • The user can generate different report on all paid invoices • The system shall allow for a patient bill/invoice to be printed as proforma invoice • The system shall allow for the cashier either to apply deposit amount on the bill/invoice or not • The system shall consider a bill/invoice uncollectable a month from the day the bill was created if its status is unpaid • The system will automatically recalculation the bill amount if available credit balance is applied to the bill. • The system shall force In-patients to make an upfront payment, as guarantee payment, to cover for the first three days of hospitalization • The system can accept different mean of payment (MOMO, VISA, Cash, POS) 	
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FR VF3	Cashier Duties shifting	BP5, BP6, BP9, BP1 0	<ul style="list-style-type: none"> • The system shall allow for the searching total invoices handled by a given cashier based on shift information • The system shall recognize all the invoices which were handled by a particular cashier in a given shift • The system shall determine the shift period based on time and date • The system shall allow for the transfer of the cash collected from the cashier account to the chief cashier account 	D
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9. Referral Process

Ref	Requirement	Process Step	Description	Mandatory /Desired
REF REF1	Determine type of referral	REF1	<p>The system will allow the clinician to conduct Individual clinical assessment prior to transfer. The outcome or a decision should be then discussed with patient or care taker and if possible there should be subjective to a consent note from the patient before transfer.</p> <p>The system should have an assessment form that should trigger the consent form if the end result confirms the transfer</p> <p>The system allows to conduct a detailed risk assessment to determine the level of risk of the patient should be performed</p>	M
RFBP 1	Pre-transfer package	REF2, REF3, REF4, REF5, REF6, REF7	<p>The system should provide clinical examination and consultation to Stabilization the patient by providing all the medical care necessary to make sure the patient's condition will not deteriorate and their vital signs are within the healthy range.</p>	M

		<p>Here the different</p> <p>After that the patient is stabilized, then the clinician will determine the proper mode of transfer. There are several different ways that a patient can be transferred. Then the system will provide the drop down check with a list of possible means of patient transpiration that keep the patient safe while being appropriate: Airplane or by ambulance or others.</p> <p>As soon as the patient is ready on the transfer trolley, the nurse in charge should check the availability of transport, clinician roster and bed occupation at destination health facility and request/book through online portal</p> <p>If the receiving health facility confirms, then the system should automatically discharge the patient and produced all relevant documentation / tests and notes accompany the patient</p> <p>The system should immediately push patient records to the central shared repository to available the most recent clinical history to enable continuum of care. Patients medical records/or copy AND summary clinical note will include Patient's medicine drug sheet and prescription and other Relevant documentation which will assist the receiving hospital/facility in planning and delivering safe, effective care to the patient like imaging reports, results of diagnostic tests/assessments, patient evaluation and reason of transfer</p>	
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USER REQUIREMENTS FOR COMMUNITY HEALTH PROGRAM INFORMATION SYSTEM

1. Community Health Program

1.1 Household Registration Module

Ref	Requirement	Process Step	Description	Mandatory/Desired
REFSM1.	Household registration	SM1	<p>The system should allow the Household Registration with below features:</p> <ul style="list-style-type: none"> • Household identification (code and geo coordinate): at registration, the system will allow CHW to take location coordinates • Head of household: take detailed information of the head of household to pull relevant information from others source like RSSB for synchronize Ubudehe category and CRVS for uniquely identification NIN (National identification number) • Contact/phone number of households • Household members: Number of household and personal identification for each • Bed availability and Mosquito net: Inventory of how many bed and mosquito net available • Number of structures, Number of sleeping spaces, Ubudehe Category <p>For the Hygiene and</p>	M

			<p>sanitation</p> <ul style="list-style-type: none"> • Washing kit (soap and water) • Keeping dishes and utensils clean and off the ground • Is toilet kept feces separate from people • Is the rubbish kept off the floor to prevent environmental contamination • Keeping livestock separate from the home • Washing bodies regularly to maintain physical cleanliness 	
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1.2 Integrated Community Case Management and Referral

1.2.1 Malaria Case Management and Referral

Ref	Requirement	Process Step	Description	Mandatory /Desired
	System admin		<ul style="list-style-type: none"> • The system should allow to configure the algorithms and patient work flows for guiding CHW decision making • The system should allow to load illustrative images where needed • The system should be able to connect/be interfaced with diagnosis tool to automate patient result • The system should be interfaced with single source databases to pull vital information such as identification(NIN), Ubudehe categories, telecom companies to automate the payment using mobile 	M

			<p>money/airtel money</p> <ul style="list-style-type: none"> • The system should be interfaced with Electronic medical record at facility level to manage clinical transfer between CHW and health facilities 	
SM2.	Child/Adult assessment		<ul style="list-style-type: none"> • System should allow CHW to receive patient and assess him using community Build in logic of malaria cession work flows (malaria algorithm) • Ability to perform rapid diagnosis test and pull result from the device • The system should facilitate the CHW to take appropriate decision on the next step (once RDT+ TTT, negative, refer accordingly) • The system should allow drug dispensing and administration and stock should be deducted accordingly • the system should be able to generate automated feedback with advice on the prevention measures of the disease TTT • Build in transfer form to refer the patient when the case is not manageable at community level • The system will show up menu of age category through dropdown menu • The system should be able to generate billable services provided to the client as per guidelines (Insurance or without insurance) • The system should advise CHW the drug to be dispensed according to the age 	M

			<p>category of the patient.</p> <ul style="list-style-type: none"> • The system should remind the community health worker the last date of malaria treatment and if there is no one month interval between the last treatment and the current consultation, remind the community health worker not to perform the RDT. • The system should allow users at different levels to extract different types of reports and be able to export them in other applications like Ms Excel, pdf, etc.. 	
SM14	Case management Referral		<ul style="list-style-type: none"> • The patient should be seen in EMR at HF level with basic transfer details • The system allow to manage the case as an emergency or as an OPD case depend on the symptoms (OPD, IPD, EM requirements) • The system should allow the transfer is severe malaria is confirmed • Lab and pharmacy management have be to taken into consideration (LB1, and PH1 requirements) 	

1.2.2 Pneumonia Case Management

Ref	Requirement	Process Step	Description	Mandatory /Desired
	System admin		<ul style="list-style-type: none"> • The system should allow to configure the algorithms and patient work flows for guiding CHW decision making • The system should allow to load illustrative 	M

			<p>images where needed</p> <ul style="list-style-type: none"> • The system should be able to connect/be interfaced with diagnosis tool to automate patient result • The system should be interfaced with single source databases to pull vital information such as identification(NIN), Ubudehe categories, telecom companies to automate the payment using mobile money/airtel money • The system should be interfaced with Electronic medical record at facility level to manage clinical transfer between CHW and health facilities • System should manage reminder and notifications (Follow-up visit, missed visit, emergency cases to take care of) • The system should be having(customised) an inbuilt timer to count respiration rate • The system should be able to display colours (Green, or Red) as confirmation of Pneumonia • The system should be able to guide/Remind the CHWs on the appropriate medication to administer as per age group • The system should be able to generate automated feedback with advice on the prevention measures of the TTT disease 	
REF PN1.	Household registration	PN1	The household registration module will be used	M
REFP N2	Child/Adult assessment		<ul style="list-style-type: none"> • System should allow CHW to receive patient and assess him using community 	M

			<p>Pneumonia algorithms</p> <ul style="list-style-type: none"> • Ability to program the time breathing measurement inside the app • Build in logic of pneumonia decision flows • The system should allow drug dispensing and administration • Drug stock should be deducted accordingly • Build in transfer form to refer the patient when the case is not manageable at community level • The system should be able to generate automated feedback with advice on the prevention measures of the TTT disease • The system should allow next follow-up visit schedule 	
REFP N3	Case management	PN3, PN5, PN6, CPH	<ul style="list-style-type: none"> • The system should guide CHW on decision making based on symptoms, times results and age category • The system should allow drug dispensing based on decision taken • The system should allow next follow-up visit schedule • The system should manage patient transfer and retrieve all basic information to inform previous CHW clinical observations 	
REFP N7	Service Payment	PN7.	The system should Managing mobile money payment	

1.2.3 Diarrhoea Case Management

Ref	Requirement	Process Step	Description	Mandatory /Desired
	System admin		<ul style="list-style-type: none"> The system should allow to configure the algorithms and patient work flows for guiding CHW decision making The system should allow to load illustrative images where needed The system should be able to connect/be interfaced with diagnosis tool to automate patient result The system should be interfaced with single source databases to pull vital information such as identification(NIN), Ubudehe categories, telecom companies to automate the payment using mobile money/airtel money The system should be interfaced with Electronic medical record at facility level to manage clinical transfer between CHW and health facilities System should manage reminder and notifications (Follow-up visit, missed visit, emergency cases to take care of) 	M
REF DL1.	Household registration	PN1	<ul style="list-style-type: none"> The household registration module will be used 	M
REFD L2	Child/Adult assessment		<ul style="list-style-type: none"> System should allow CHW to receive patient and assess him using community diarrhoea algorithms Build in logic of diarrhoea decision flows The system should allow drug dispensing and administration Drug stock should be deducted 	M

			<p>accordingly</p> <ul style="list-style-type: none"> • Build in transfer form to refer the patient when the case is not manageable at community level 	
REFD L3	Case management	DL3, DL4, DL5, CPH	<ul style="list-style-type: none"> • The system should guide CHW on decision making based on symptoms and age category • The system should allow drug dispensing based on decision taken • The system should allow next follow-up visit schedule • The system should manage patient transfer and retrieve all basic information to inform previous CHW clinical observations 	
REFD L6	Service Payment	DL7.	The system should Managing mobile money payment	

1.3 Home Visit

Ref	Requirement	Process Step	Description	Mandator y /Desired
REFH V1	System admin, Prevention and awareness		<ul style="list-style-type: none"> • The system should allow to configure the algorithms and patient work flows for guiding CHW decision making • The system should allow to load illustrative images where needed • The system should be able to connect/be interfaced with diagnosis tool to automate patient result • The system should be interfaced with single source databases to pull vital information such as identification(NIN), 	M

			<p>Ubudehe categories</p> <ul style="list-style-type: none"> • The system should be interfaced with Electronic medical record at facility level to manage clinical transfer between CHW and health facilities • System should manage reminder and notifications (Follow-up visit, missed visit, emergency cases to take care of) • Allow a client to self-register for querying some services information (patient engagement) • Spread education messages for Eligible NCD screenings and community check-up (screening should go with age, type and gender(CHWs identify People at risk to developing diabetes (≥ 35 Years for Women or ≥ 40 Years for men or with other exposure to diabetes / NCDs risk factors) • On annual basis, all female aged from 35 years old should be called for screening for Hypertension, cardiovascular diseases, diabetes, eyes and respiratory diseases), male starts from 40 years old. For cervical cancer, all female aged between 30-49 years old are called to be screen every 3 years whereas, breast cancer concerns all female aged above 30 years to be screened every 5 years • Spread follow-up messages for who lost to follow-up for TB and FP 	
REFH V2	Community based maternal, new born care and others follow-up diseases	HV4 ,HV 5,H V6, HV7	<p>Antenatal Care</p> <ul style="list-style-type: none"> • Search if patient is already in system (using at least 2 identifiers) • Generate encounter number for visit 	

		<ul style="list-style-type: none"> • Provide remote access to input, record, modify and view lists of women of childbearing age and their status • The system should provide information on sexual, reproductive health and Gender based violence including: <ul style="list-style-type: none"> ➤ Form of violence ➤ Prevention of un wanted pregnancies ➤ Prevention of STI's ➤ Menstrual Hygiene ➤ Perform early pregnancy test and records the result ➤ Provide a standardized form for the entry of ANC information ➤ Calculate gestational age (based on LMP) • The system should generate the confirmation message to the CHW to schedule the next visit • The system should generate the reminder messages to both pregnant mother and CHWs on the next home visit (interactive message) • The system should provide feedback to CHW upon confirmation of UPT for either scheduling home visits or not scheduling if confirmation was negative. • Assist in the tracking and monitoring of potential pregnancies by scheduling visit, sorting and reporting on specific attributes (such as last seen, noting pregnancy suspicions, lost to follow-up, having 	
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			<p>previous risks... etc.)</p> <ul style="list-style-type: none"> • System should spread education message to the pregnant women on hygiene, nutrition, FP, child early stimulation, male engagement in maternal and new born health, ANC, facility based delivery etc. with special attention to teen pregnant women • Provide decision support as appropriate for users based on data entered • conducting of home visits to the pregnant women according to the schedule and protocols • Check Women's health and nutrition entails counselling on health and nutrition and check-ups, evaluate improved hygiene and educate women on family-planning • The system should display key information encouraging women to go for ANC including: <ul style="list-style-type: none"> ➤ Medical check up ➤ Blood pressure ➤ Vaccination of tetanus ➤ Iron and folic acid tablets ➤ HIV testing ➤ Mosquito net provision ➤ STI's testing ➤ Health insurance • The system should display the list of advices for pregnant women including: 	
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			<ul style="list-style-type: none"> ➤ Balanced diet ➤ Avoiding tiring activities ➤ Resting ➤ Taking regular folic and iron ➤ Sleeping under mosquito net ➤ Birth preparedness ➤ PPF <ul style="list-style-type: none"> • The system should have a menu of danger signs for the pregnant women in the dropdown form: <ul style="list-style-type: none"> ➤ bleeding ➤ Fever ➤ Swollen hands and face ➤ Severe headache ➤ Convulsion ➤ Paleness and tiredness ➤ Prematurely loosing amniotic fluid • The system should refer the PW with danger signs • The system should Identify and provide post-abortion care for girls and women according to the protocol. • The system should include checking weight gain in pregnancy, pregnancy weight, anemia, and blood pressure; providing multiple micronutrient supplementation and immunization (tetanus); counselling on diet, workload, breastfeeding; and predicting and arranging for delivery. 	
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		<ul style="list-style-type: none"> • The system should remind the CHW to administer Misoprostol in case of home delivery and refer to HC for PNC <p>Delivery care</p> <ul style="list-style-type: none"> • System should spread education message to the pregnant women on hygiene, nutrition, FP.. • System should spread delivery message to the pregnant women to get prepared ahead of time. The message should be triggered based on confirmed last menstrual period • Birth registration in case happened in village (home delivery) • Provide decision support as appropriate for users based on data entered (applicate for all components/ crosscutting) • The system should notify to CHW women delivered at HC to plan the PNCs <p>Postnatal care</p> <ul style="list-style-type: none"> • The system should allow CHW to schedule postnatal care visit plan • Produce the reminder as per the plan • Assist in the tracking and monitoring of Mother and new-born by scheduling visit, sorting and reporting on specific attributes (such as last seen, sent for emergency, lost to follow-up, having previous risks... etc) • The system should allow the effective carrying out of home visit to the mother after delivery and to the new born as per PNC protocols including early detection of disability and special needs to the new born: 	
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			<ul style="list-style-type: none"> ➤ Breastfeeding practices ➤ Taking measurements (Temperature, weight, breathing) ➤ Danger signs ➤ Referral when necessary ➤ Kangaroo practices in case of low birth weight babies <ul style="list-style-type: none"> • The system should allow the effective sensitization of mother on positive parenting, child early stimulation, exclusive breastfeeding and coaching of breastfeeding good practices • The system should allow appropriate Assessment of general health status of the family, new-born and mother, any contagious diseases in the family and advise accordingly, Personal hygiene of mother and relatives, Toilet and hand washing facility , Hygiene of surroundings, Proper waste management, Skin diseases. Then the Key messages provided according to the observed situation • The system should provide a menu of assessing mental health problem after delivery including the following: <ul style="list-style-type: none"> • Identification of possible signs and symptoms of depression • Provision of Psycho- social support (Active listening, Management of emotions • Referral • The system should allow effective counselling of teen mother and her family 	
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			<p>including the following:</p> <ul style="list-style-type: none"> ➤ Identification of possible signs and symptoms of depression described ➤ Provision of Psycho- social support (Active lessening, Management of emotions <p>Provision of Family planning</p> <ul style="list-style-type: none"> • The system should provide a list of family planning methods used at community level through a dropdown to guide the CHWs while FP sensitization <ul style="list-style-type: none"> ➤ OPP (Microlut) ➤ (Microgynon), ➤ Depo Provera ➤ Cycle beads ➤ Male Condom ➤ Subcutaneous Depo Provera • The system should be able to link the client initiated at HC level to the CHW (eligibility criterion) • The system should provide the list of short term methods to the client initiated at community level including <ul style="list-style-type: none"> ➤ OPP (Microlut) ➤ (Microgynon), ➤ Depo Provera ➤ Cycle beads ➤ Male Condom 	
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			<ul style="list-style-type: none"> ➤ Subcutaneous Depo Provera • The system should remind the CHW on the client's appointment and alert the CHWs those who missed the appointment as per appointment. • The system should identify the client with side effects including the for referral in case if any. <ul style="list-style-type: none"> ➤ Severe headache ➤ Nausea ➤ Hypo libido ➤ Alteration of menstruation period <p>Management of emergencies and Response</p> <ul style="list-style-type: none"> • The system should display a list of awareness messages related to epidemics including: refer to curriculum page 700 for different types of epidemics ✓ The system should display different signs and symptoms of the given epidemics ✓ The system should link the CHW and given HF during transfer. ✓ The system should provide confirmation feed back to CHW. ➤ When positive, the system should allow follow up options including: Online contact tracing (through phone calling or Home based care) for decision taking(refer to HF or stay at home) • The system should allow the assessment of the people during home visitation to assess 	
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			<p>social reintegration after recovery including mental health problem, general health and refer if any of the following:</p> <ul style="list-style-type: none"> ➤ Anxiety ➤ stigma ➤ fear ➤ sleeping related problems ➤ tempts to commit suicide <ul style="list-style-type: none"> • Able to assess and record of danger signs and promoted the message that a woman or new-born should seek care from a qualified provider immediately if a danger sign is observed. • The system should immediately trigger an Alert message to call ambulance if one of many of below sing presented: <p>Alerting sing for mother:</p> <ul style="list-style-type: none"> ➤ Convulsion or unconscious ➤ High fever ➤ Sever bleeding ➤ Severe headache and or blurry vision ➤ Bad/foul smelling vaginal discharge ➤ Severe headache ➤ Difficult to breath ➤ Lower abdominal pain ➤ Fistula <p>Alerting sing for new-born:</p> <ul style="list-style-type: none"> ➤ Convulsion or fit ➤ Weak or unconscious or unresponsive 	
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			<p>to touch</p> <ul style="list-style-type: none"> ➤ High body temperature >37.5 ➤ Low body temperature <35.5 ➤ Chest in drawing or gasping ➤ Yellow soles ➤ Refuses to suck/breastfeeding ➤ Infected umbilical cord ➤ Repeated vomiting ➤ Abdominal distension and stool arrest (24h) ➤ Non-stop crying ➤ Bulging fontanel ➤ Cord bleeding/haemorrhaging ➤ Skin pustules ➤ Yellow foot and palm ➤ Pus from the navel ➤ Rash with pus inside ➤ Pus in eyes 	
REFH V3	Community case management follow-up	HV1 2, 13,1 4,15	<ul style="list-style-type: none"> • Assess the child on follow-up treatment for diarrhoeal disease, pneumonia and malaria; • The system should allow CHW to report an whether child cured or still sick • Perform transfer if the child is still presenting any of the danger sign • CHW should perform assessment of immunization (Only when the child has missed some of vaccines series 	M

		<ul style="list-style-type: none"> • CHW will perform assessment on hygiene sanitation and should advise according the outcome <p>Management of TB (a separate TB forms should be created for suspicious and follow TB cases as per guidelines and protocol)</p> <ul style="list-style-type: none"> • The system should provide a list of signs and symptoms in dropdown for presumptive TB cases and refer to the HF <ul style="list-style-type: none"> ➤ Cough for more than 2 weeks ➤ Fever ➤ Unexplained loss of weight ➤ Loss of appetite ➤ Anorexia ➤ Fatigue ➤ Night sweats ➤ Chest pain • The system should be able to link the CHW and the HC when transferring the presumptive case through Rapidpro. • The system should send a confirmation feedback on the status of TB(confirmed or not confirmed) • If positive and willing for community DOT, the system should refer to the CHW for follow up • The system should remind both patient and CHW for resupply, monthly follow up and bacteriological controls at HF • The system should be able to generate with both new and old cases followed at 	
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			<p>community level</p> <ul style="list-style-type: none"> • The system should provide key education messages including cough hygiene and anti TB drugs adherence and side effect to the TB patient • The system should notify the HC the loss to follow up of patient on TB at community level • The system should provide feedback to CHW on outcome of the TB patient followed at community level 	
REFH V4	Prevention and awareness	HV8 ,HV 9,H V10	<ul style="list-style-type: none"> • The CHWs performs home visits to educate targeted population about Hygiene and sanitation (assess the availability of clean water and availability of toilet), and other public health threatening diseases including epidemics. CHW also educate on healthy lifestyles and symptoms of common cancers and risk of tobacco/alcohol users and NCDs in general. • The system should provide the check list for easy assessment • The check list or questionnaire is designed based on current guidelines 	D

1.4 Community Based Nutritional processes

Ref	Requirement	Process Step	Description	Mandatory /Desired
REFC N1	System admin		<ul style="list-style-type: none"> The system should allow to configure the algorithms and patient work flows for guiding CHW decision making The system should allow to load illustrative images where needed The system should be interfaced with single source databases to pull vital information such as identification(NIN), Ubudehe categories The system should be interfaced with Electronic medical record at facility level to manage clinical transfer between CHW and health facilities The system should automate child outcome based on age and gender to trigger the right Z-Score the time of screening 	M
REFC N1	Child Growth monitoring	CN1 ,CN 2,C N3, CN4	<ul style="list-style-type: none"> The system should allow to enter the measurement taken from (MUAC, scales, charts, length mats, manuals) Record monthly weighing should be included The system should automatically produce interpreted z-score anthropometric measurements by number and colour (yellow or green) to identify child nutrition status (Normal, moderate, severe) and refer if necessary System should produce child growth monitoring chart at every month of 	

			<p>screening</p> <ul style="list-style-type: none"> • System should give the space to record any the following status (Supplementary feeding taken): • Exclusive breastfeeding, • Type of micronutrient taken including: <ul style="list-style-type: none"> ➤ Onger ➤ CSB ➤ RUTF ➤ FBI • The system should display a list of children at risk of stunting for a CHW to schedule for home visit. • The system should display the list of items to be focused on during home visit including: <ul style="list-style-type: none"> ➤ WASH ➤ Ensuring that the child is taking the supplementary feeding including RUTF,FBF,CSB and onger • The system should display a list of advices to guide the CHW after growth monitoring including: <ul style="list-style-type: none"> ➤ Exclusive breast feeding up to 6months ➤ Continued breast feeding up to 2 yrs ➤ Complementary feeding adapted to the child's age ➤ Kangaroo mother care 	
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			➤ Hygiene	
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1.5 Community Commodities stock management

Ref	Requirement	Process Step	Description	Mandatory /Desired
REFC N1	System admin		<ul style="list-style-type: none"> • The system should allow to configure the algorithms and patient workflows for guiding CHW decision making • The list of drugs and supplies should exhaustively loaded and classified per diseases in Community system as follow: <ul style="list-style-type: none"> Family planning <ul style="list-style-type: none"> ➤ OPP (Microlut), COP (Microgynon), ➤ Depo Provera ➤ Cycle beads ➤ Male Condom Malaria <ul style="list-style-type: none"> ➤ Artéméther + Lumefantrine tab 20 mg/120mg 6X1 ➤ Artéméther + Lumefantrine tab 20 mg/120mg 6X2 ➤ Artéméther + Lumefantrine tab 20 mg/120mg 6X3 ➤ Artéméther + Lumefantrine tab 20 mg/120mg 6X4 ➤ Bed nets ➤ Gloves ➤ RDTs 	M

		<p>Diarrhoea</p> <ul style="list-style-type: none"> ➤ Zinc ➤ ORS <p>Pneumonia</p> <ul style="list-style-type: none"> ✓ Amoxicillin <p>TB</p> <ul style="list-style-type: none"> ➤ RHZe ➤ RH <p>Nutrition</p> <ul style="list-style-type: none"> ➤ Mebendazole ➤ Vitamine A ➤ MNP/Ongera <p>CBMNH</p> <ul style="list-style-type: none"> ➤ Misoprostal ➤ UPT <ul style="list-style-type: none"> • The system will allow deductions of the used medicines and commodities • The system should allow to load illustrative images where needed (recommended format: jpg, jpeg, PDF) • The system should be interfaced with single source databases to pull vital information such as identification(NIN), Ubudehe categories • The system should be interfaced with Electronic medical record at facility level to manage severe nutritional transfer between CHW and health facilities • System should remind/alert CHW and other relevant stakeholders when there is risk of stock out and stock out or expiries 	
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REF CPH1	Check physical and logical stock	CPH 1, CPH 2	<p>This module is responsible to verify the physical stock and make possible adjustment with reason (if required).</p> <ul style="list-style-type: none"> • It gives information about the stock that is in-hand with the entire medicine details. • Adjust the found discrepancies dues to different reasons (damaged, wrong counting, returned drug) <p>CEHO will make an intent on behalf of CHWs the main store will verify the request and issue the requested items and quantity, the CEHO will acknowledge in the system after receiving the physical store. Issue these drugs (items) to the CHWs through the system.</p>	
	Stock management	CPH 4, CPH 4, CPH 4, CPH 7, CPH 8,	<p>System should allow to verify available drug and other needed supplies at health center in RMS, the system should also allow the health center main store to verify the current store status of CHWs.</p> <p>This component will mainly handle inventory management features. Generally logic is that the drug or supplies are issued, stock is reduced, and as drugs or supplies are received, stock is increased.</p> <p>The inventory management should accommodate these features:</p> <ul style="list-style-type: none"> • Enter the number for the drug to be stocked. The drug Id is pulled from RMS during stock reception • Automatically displays when the associated drug number is entered. • Enter the date for the day when a specific drug is received into stock or issued to the patient. (the system should put the current date automatically to avoid Human error)It represents the date of the transaction for receiving or dispensing a specific drug. 	

		<ul style="list-style-type: none"> • Reflects the units in which a particular drug is measured Displays automatically based on pre-registered values defined during system setup. • Select the stock type from the drop-down menu.(drugs and supplies are arranged by diseases) • Physical quantity counted and entered into the system according to the diseases. • Auto-calculate available inventory including the existing stock quantities and the new stock being added. Balance is calculated based on the Quantity received or issued. • Enter details specific to the drug batch being added to the inventory. For example, name of the drug supplier or an explanation of why the assigned stock type has been tagged as “received” versus “issued.”(Only main store should put the drug’s batch number and date expiry upon receiving there is no need for this store to put all these details again) • Date of expiry of the drug being added to the inventory (stock). • order new stock and specify needed items/product, quantity(Cell coordinator is the next approving person before that CHW get supplied • The system should generate the real time notification/alert Risk of Stock out in case the CHW remains with 0 dose for a specific age group.
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1.7 Mass Drug Administration

Ref	Requirement	Process Step	Description	Mandatory/Desired
REF MDA 1	Calculate target population		The system should allow to calculate target population numbers by category of age and be approved by the health center.	M
REF MD A 2	Record distributed drugs		The system should allow the CHW to record individual data on distribution of drugs (person name, distributed drugs,..).	M
REF MDA 3	Record the place of issue of drug		The system should allow to record the place of issue of the drug (Community or School)	M

1.8 LLINs Mass distribution campain

Ref	Requirement	Process Step	Description	Mandatory/Desired
REF MDC LLIN 1	Calculate number of LLINs to be distributed		The system should be able to calculate number of LLINs to be distributed (NH Members/2) If the Number is lower than the Number of sleeping space the system will consider the sleeping space.	M
REF MDC LLIN 2	Record distribution data		The System should allow the CHW to record date of distribution and type of LLINs distributed.	
REF MDC LLIN 3	Sign after receiving the LLINs		The system should allow the beneficiary to sign after receiving the LLINs (for example by using Finger prints).	
REF MDC LLIN 4	Reporting on distributed LLINs		The system should allow to produce report of the numbers of distributed LLINs per village, per intervention and treatment coverage using color coding	

			(Colour coding for Coverage number <80%. Red 80<90% yellow, 90<98% green and >98% dark green)	
REF MDC LLIN 5	Dashboards		The Dashboard must have Downloading offline maps options, Database export, Cell Coordinator Daily Summary, Complete Tablet Accountability form, data sync	
MDC LLIN 6	Follow up		The system should allow the CHW to perform follow up on distributed LLINs.	

1.9 Indoor Residual Spray (IRS)

ID	Requirement	Business mapping	Description	Mandatory /Desired
IRSPR 1	Deactivate Non IRS Districts		The system should not allow the CHW to open IRS module if he/she does not belong to the IRS District	
IRSPR 2	Search for Structure		The system should allow CHW to retrieve the number of structures, Numbers of rooms, number of total population, numbers of pregnant woman and number of under five in his/her catchment area for planning	M
IRSPR 3	Update of data		The system should allow the CHW to update (add or remove) structures related information when required	M
IRSPR 5	Assessing needs for IRS Operation		The system should automatically support the user at central level to calculate the following: -Human resources required -Insecticide quantity required	M

IRSPR 6	System reminder		The system should allow the reminder alert for the upcoming IRS campaign	
	Collect and enter IRS data		<ul style="list-style-type: none"> • The user at community level will be able to do daily data collection (number of structure found, number of structure sprayed, number of rooms found and sprayed, population protected(# children U5 and # pregnant women) quantity of insecticide mixed per structure. • The system should allow to record the reasons of structure not sprayed <p>The system will generate the progress report of spray coverage (Total #structures sprayed /structures found*100), spray progress (Total # of structures sprayed/structures targeted*100), insecticide usage rate (Total # of insecticide used/Total # of structures sprayed*100) and rooms coverage (# of rooms sprayed/#rooms found*100).</p>	
IRSRE 4	Creating dashboards		<p>The user will be able visualize the main indicators of IRS operation.</p> <ul style="list-style-type: none"> • The system will allow the display of main indicators through dashboards. 	D
IRSIM 4	Supervision of IRS Operation		<p>The user at District level will be able to view recorded data.</p> <p>The user at Sector level will be able to view recorded data from only his assigned Sector.</p>	M

Section VII. Standard Forms of Contract

ANNEX I

STANDARD FORM OF CONTRACT FOR

Consultants' Services, Complex Time- Based Assignments



REPUBLIC OF RWANDA

Consultancy Contract for.....

By and between

The Government of Rwanda

Name of the procuring entity:

And

.....

Contract number:

Contract amount and currency:

Contract duration:

Contract administrator/Manager:

Date of contract:

This CONTRACT hereinafter referred to as the “**Contract**” is entered into by and between the Government of Rwanda represented by Mr/Mrs/Ms....., the of the Ministry of/name of the Public Institution (Hereinafter referred to as “**the Procuring Entity**” and Ltd/Cie, a incorporated in (Country) under the Registry number Represented by Mr/Mrs/Ms, ID/PC N°.....issued at....., the of the company Hereinafter referred to as the “**Consultants**”

[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows: “... (hereinafter called the “Procuring Entity”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Procuring Entity for all the Consultants’ obligations under this Contract, namely, [name legal status of consultants] and [name and legal status of consultants] (hereinafter called the “Consultants”).*]¹

WHEREAS

- (a) the Procuring Entity has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Consultants, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Procuring Entity has received funds from the [*Insert the name of the funding Institution*], hereinafter called the (“Funding Institution”) towards the cost of the Services and intends to apply a portion of the proceeds of these funds to payments under this Contract;

Or (c) the Procuring Entity has received Government funds and intends _____

Or (c) the Procuring Entity has decided to allocate a portion of its own budget to finance _____

NOW THEREFORE the parties hereto hereby agree as follows:

1. Object of this contract is to provide the client with the consultant services for the, as detailed in the terms of reference, special conditions and documents attached to this contract and constituting integral part of it.

¹ Text in brackets is optional; all notes should be deleted in final text.

2. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices: [*Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services	___ Not used
Appendix B: Reporting Requirements	___ Not used
Appendix C: Key Personnel and Subconsultants	___ Not used
Appendix D: Medical Certificate	___ Not used
Appendix E: Hours of Work for Key Personnel	___ Not used
Appendix F: Duties of the Procuring Entity	___ Not used
Appendix G: Cost Estimates in Foreign Currency	___ Not used
Appendix H: Cost Estimates in Local Currency	___ Not used

3. The mutual rights and obligations of the Procuring Entity and the Consultants shall be as set forth in the Contract, in particular:

- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Procuring Entity shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year hereunder written.

For and on behalf of *[name of the Procuring Entity]*

[Authorized Representative]

For and on behalf of *[name and legal status of consultants]*

[Authorized Representative]

[Note: If the Consultants consist of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Consultants

[name and legal status of member]

[Authorized Representative]

[name and legal status of member]

[Authorized Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

1.1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the binding force of law in the Republic of Rwanda, as they may be issued and in force from time to time. Law on public procurement means the Law N°62/2018 of 25/08/2018 governing Public Procurement;.
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence a civil servant or Government entity the action of a public official in the procurement process or in contract execution;
- (d) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead a civil servant to obtain a financial or other benefit or to avoid an obligation or omission of facts in order to influence a procurement process or the execution of a contract;
- (e) “collusive practice” means arrangement between two or more parties designed to achieve an improper purpose, including influencing another party or the civil servant Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels;
- (f) “coercive practice” means any act intending to harm or threaten to harm directly or indirectly persons, their works or their property to influence their participation in the procurement process or affect its performance harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (g) “Obstructive practices” means destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators deliberately in order to materially impede investigations into allegations of a corrupt, coercive or collusive practice: and/or threatening, harassing or intimidating any party to prevent him/her from disclosing his/her knowledge of matters relevant to the investigation or from pursuing the investigations.
- (h) “Effective Date” means the date on which this Contract comes into force and effect pursuant to

Clause GC 2.1;

- (i) “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent). Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations in this contract. Force Majeure shall not include insufficiency of funds or failure to make any payment required.
- (j) “Foreign Currency” means any currency other than the currency of the Republic of Rwanda;
- (k) “GC” means these General Conditions of Contract;
- (l) “Government” means the Government of the Republic of Rwanda;
- (m) “Local Currency” or “National Currency” means the currency of the Republic of Rwanda;
- (n) “Member,” in case the Consultants consist of a joint venture of more than one entity, means any of these entities; and “Members” means all these entities;
- (o) “Party” means the Procuring Entity or the Consultants, as the case may be, and “Parties” means both of them;
- (p) “Personnel” means persons hired by the Consultants or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such persons who at the time of being so hired had their domicile outside the Republic of Rwanda; “Local Personnel” means such persons who at the time of being so hired had their domicile inside the Republic of Rwanda; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(1);
- (r) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (s) “Services” means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A hereto;
- (t) “Sub-consultant” means any person or entity to whom/which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7;
- (u) “Third Party” means any person or entity other than the Government, the Procuring Entity, the Consultants or a Subconsultant.

1.2 Relation between the Parties

1.2.1 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Procuring Entity and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract

1.3.1 This Contract, its meaning, interpretation, performance and the relation between the Parties shall be governed by the Laws of Rwanda.

1.4 Language

1.4.1 This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning, interpretation and performance of this Contract.

1.5 Headings

1.5.1 The headings shall not limit, alter or affect the meaning of this Contract.

1.6 Notices

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.6.2 Notice will be deemed to be effective as specified in the SC.

1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.6.2.

1.7 Location

1.7.1 The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Rwanda or elsewhere, as the Procuring Entity may approve.

1.8 Authority of Member in Charge

1.8.1 In case the Consultants consist of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising the entire Consultants' rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.

1.9 Authorized Representatives

1.9.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Consultants may be taken or executed by the officials specified in the SC.

1.10 Taxes and Duties

1.10.1 Unless otherwise specified in the SC, the Consultants, Sub-consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

2.1.1 Unless there is another effectiveness condition **specified in SCC**, this Contract shall come into force and effect on the date of its signature by both parties (the "Effective Date").

2.2 Commencement of Services

2.2.1 The Consultants shall begin carrying out the Services at the procuring entity's notice to the Consultants instructing them to begin carrying out the Services.

2.3 Termination of Contract for Failure to commence

If this Contract has not commenced within such time period after the date of the Contract signature by the Parties, either Party may, by not less than sixty (60) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.4 Expiration of Contract

2.4.1 Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall terminate at the end of such time period after the Effective Date as shall be specified in the SC.

2.5 Entire Agreement

2.5.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.6 Modification

2.6.1 Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties and shall not be effective until the consent of the funding agency, as the case may be, has been obtained. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 No Breach of Contract

2.7.1.1 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.2 Measures to be Taken

2.7.2.1 A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

2.7.2.2 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than five (5) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

2.7.2.3 The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.3 Extension of Time

2.7.3.1 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.4 Payments

2.7.4.1 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants may be entitled to be reimbursed for costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.5 Consultation

2.7.5.1 Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension

2.8.1 The Procuring Entity may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period of fifteen (15) days after receipt by the Consultants of such notice of suspension.

2.9 Termination

2.9.1 By the Procuring Entity

2.9.1.1 The Procuring Entity may, by not less than thirty (30) days write a notice of termination to the Consultants (except in the event listed in paragraph (f) below), for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.9.1, terminate this Contract:

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Procuring Entity may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof;
- (d) if the Consultants submit to the Procuring Entity a statement which has a material effect on the rights, obligations or interests of the Procuring Entity and which the Consultants know to be false;

- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services parties agree to terminate. However, in any case the contract shall be automatically terminated if the Force Majeure persists for a period six (6) months; or
- (f) if the Procuring Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) if the Consultant, in the judgment of the Procuring Entity, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the Contract.

2.9.2 By the Consultants

2.9.2.1 The Consultants may, by not less than thirty (30) days write a notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2, terminate this Contract:

- (a) if the Procuring Entity fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Procuring Entity of the Consultants' notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services parties agree to terminate. However, in any case the contract shall be automatically terminated if the Force Majeure persists for a period six (6) months; or
- (d) if the Procuring Entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.9.3 Cessation of Rights and Obligations

2.9.3.1 Upon termination of this Contract pursuant to Clauses GC 2.3 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6(ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

2.9.4.1 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC

2.9.1 or GC 2.9.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Procuring Entity, the Consultants shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination

2.9.5.1 Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Procuring Entity shall make the following payments to the Consultants:

- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) except in the case of termination pursuant to paragraphs (a) through (d) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Personnel and their eligible dependents.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3 Obligations of the Consultants

3.1 General

3.1.1 Standard of Performance

3.1.1.1 The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity legitimate interests in any dealings with Sub-consultants or Third Parties.

3.1.2 Law Governing Services

3.1.2.1 The Consultants shall perform the Services in accordance with the laws of Rwanda and shall take all practicable steps to ensure that any Sub-consultants, as well as the Personnel of the Consultants and any Sub-consultants, comply with the Applicable Law.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

3.2.1.1 The remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to Clause GC 3.2.2 hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Subconsultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 If the Consultants, as part of the Services, have the responsibility of advising the Procuring Entity on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding Institution, as the case may be, and shall at all times exercise such responsibility in the best interest of the Procuring Entity.

3.2.3 Consultants and Affiliates Not to Engage in Certain Activities

3.2.3.1 The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and any entity affiliated with such Sub-consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project/assignment resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

3.2.4.1 The Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Rwanda or any other country which would conflict with the activities assigned to them under this Contract; and
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

3.3.1 The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Services, this Contract or the Procuring Entity business or operations without the prior written consent of the Procuring Entity.

3.4 Liability of the Consultants

3.4.1 Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

3.5 Insurance to be Taken Out by the Consultants

3.5.1 The Consultants (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as shall be specified in the SC, and (ii) at the Procuring Entity request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid.

3.6 Accounting, Inspection and Auditing

3.6.1 The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof (including such bases as may be specifically referred to in the SC), and (ii) shall permit the Procuring Entity or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Procuring Entity and (iii) shall permit the International Development Institution financing the assignment to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them if so required audited by auditors approved by such Development Institution.

3.7 Consultants' Actions Requiring the Public Procuring Entity Prior Approval

3.7.1 The Consultants shall obtain the Procuring Entity prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel as are listed in Appendix C merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Procuring Entity prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;
- (c) any other action that may be specified in the SC.

3.8 Reporting Obligations

3.8.1 The Consultants shall submit to the Procuring Entity the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.9 Documents Prepared by the Consultants to be the Property of the Procuring Entity

3.9.1 All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Procuring Entity under this Contract shall become and remain the property of the Procuring Entity, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.10 Equipment and Materials Furnished by the Procuring Entity

3.10.1 Equipment and materials made available to the Consultants by the Procuring Entity, or purchased by the Consultants with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Procuring Entity an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Procuring Entity instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Procuring Entity in writing, shall insure them at a reasonable price at the expense of the Procuring Entity in an amount equal to their full replacement value.

4 Consultants' Personnel and Sub-consultants

4.1 General

4.1.1 The Consultants shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services.

4.2 Description of Personnel

4.2.1 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Procuring Entity, his/her name is listed as well.

4.2.2 If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Procuring Entity, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Procuring Entity written approval.

4.2.3 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Procuring Entity and the Consultants, provided that any such increase shall not, except as otherwise agreed in writing, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract.

4.3 Approval of Personnel

4.3.1 The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Procuring Entity. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Procuring Entity for review and approval a copy of their biographical data and (in the case of Key Personnel to be used within the Republic of Rwanda) a copy of a satisfactory medical certificate in the form attached hereto as Appendix D. If the Procuring Entity does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Procuring Entity.

4.4 Working Hours, Overtime, Leave, etc.

4.4.1 Working hours and holidays for Key Personnel are set forth in Appendix E hereto. To account for travel time, foreign Personnel carrying out Services inside the Republic of Rwanda shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival in (or after their departure from) the Republic of Rwanda as is specified in Appendix E hereto.

4.4.2 The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix E hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 Removal and/or Replacement of Personnel

4.5.1 Except as the Procuring Entity may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

4.5.2 If the Procuring Entity (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Procuring Entity written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.

4.5.3 The Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6 Resident Assignment Manager

4.6.1 If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services in the Republic of Rwanda a resident assignment manager, acceptable to the Procuring Entity, shall take charge of the performance of such Services.

5. Obligations of the Procuring Entity

5.1 Assistance and Exemptions

5.1.1 Unless otherwise specified in the SC, the Procuring Entity shall use its best efforts to ensure that the Government and any relevant national authorities shall:

- (a) provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services;
- (b) arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Republic of Rwanda;
- (c) facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents;
- (d) issue to officials, agents and representatives of the Government and any other national authorities all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (e) facilitate the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services to comply with any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (f) grant to the Consultants, any Sub-consultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Republic of Rwanda reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services; and
- (g) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Access to Land

5.2.1 The Procuring Entity warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Republic of Rwanda in respect of which access is required for the performance of the Services. The Procuring Entity will be responsible for any damage to such land or any property thereon resulting from such access and use of the land for the purposes of the execution of the obligations set in this contract and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default, inappropriate and non-agreed use of the land, or negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

5.3 Change in the Applicable Law

5.3.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultants in performing the Services, then the remuneration otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.4 Services, Facilities and Property of the Procuring Entity

5.4.1 The Procuring Entity shall make available to the Consultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

5.5 Payment

5.5.1 In consideration of the Services performed by the Consultants under this Contract, the Procuring Entity shall make to the Consultants such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.6 Counterpart Personnel

5.6.1 If so provided in Appendix F hereto, the Procuring Entity shall make available to the Consultants, as and when provided in such Appendix F, and free of charge, such counterpart personnel to be selected by the Procuring Entity, with the Consultants' advice, as shall be specified in such Appendix F. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultants which is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request. In any case, the counterpart personnel

shall not perform any duty or activity assigned to the consultants under this contract.

5.6.2 If counterpart personnel are not provided by the Procuring Entity to the Consultants as and when specified in Appendix F, the Procuring Entity and the Consultants shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Entity to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereof.

6 Payments to the Consultants

6.1 Cost Estimates; Ceiling Amount

- (a) An estimate of the cost of the Services payable in foreign currency is set forth in Appendix G. An estimate of the cost of the Services payable in local currency is set forth in Appendix H.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SC. The Consultants shall notify the Procuring Entity as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Remuneration and Reimbursable Expenditures

- (a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Procuring Entity shall pay to the Consultants (i) remuneration as set forth in Clause GC 6.2(b), and (ii) reimbursable expenditures as set forth in Clause GC 6.2(c). If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.
- (b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing) (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth, in the SC.
- (c) The procuring entity shall pay to the consultant reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SC 6.3(b).

6.3 Currency of Payment

- (a) Foreign currency payments shall be made in the currency or currencies specified as foreign currency or currencies in the SC, and local currency payments shall be made in the currency of the Republic of Rwanda.
- (b) The SC shall specify which items of remuneration and reimbursable expenditures shall be paid, respectively, in foreign and in local currency.

6.4 Mode of Billing and Payment

Billings and payments in respect of the Services shall be made as follows:

- (a) The Consultant shall be paid upon presentation to and approval by the Client of an invoice according to the payment periodicity specified in the terms of reference. Each invoice shall be presented in duplicate and accompanied by the report, itemized statements, copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable as required in the terms of reference and approved by the Client. No invoice shall be accepted by the Client nor delays in payment considered if the invoice is not accompanied by such documents.
- (b) The Procuring Entity shall cause the payment of the Consultants' monthly statements not later than forty five (45) days after the receipt by the Procuring Entity of such statements with supporting documents. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Procuring Entity may add or subtract the difference from any subsequent payments.
- (c) In the event of a disputed invoice, the Client shall notify the Consultant in writing of the disputed amount within three (3) days of the invoice date, specifically identifying the reason for the dispute, and pay all undisputed amounts owed while the dispute is under negotiation. Upon the resolution of a disputed invoice, the Client shall pay the remaining portions, if any, of such invoice.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Procuring Entity. The Services shall be deemed completed and finally accepted by the Procuring Entity and the final report and final statement shall be deemed approved by the Procuring Entity as satisfactory sixty (60) calendar days after receipt of the final report and final statement by the Procuring Entity unless the Procuring Entity, within such sixty (60) day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Procuring Entity has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Procuring Entity within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with the above.

(f) All payments under this Contract shall be made to the accounts of the Consultants specified in the SC.

7 Fairness and Good Faith

7.1 Good Faith

7.1.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract

7.2.1 The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute in accordance with Clause GC 8 hereof.

8 Settlement of Disputes

8.1 Amicable Settlement

8.1.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

8.2 Dispute Settlement

8.2.1 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. Special Conditions of Contract

Number of GC Clause²	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
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[1.1(a)]

Note: Usually the contracts designate the law of the Republic of Rwanda as the law governing the contract. However, it is possible for the parties if they wish to designate the law of another country. In the former case, this Clause SCI.1 (a) should be deleted; in the latter case, the name of the respective country should be inserted in the blank, and the square brackets should be removed.]

1.3

Governing law: Law of the republic of Rwanda

1.4

The language is *[specify English or French]*.

1.6.1

The addresses are:

Procuring Entity: _____

Attention: _____

Cable address: _____

Telex: _____

Facsimile: _____

Consultants: _____

Attention: _____

Cable address: _____

Telex: _____

Facsimile: _____

1.6.2

Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) in the case of telexes, *[written hours]* (*[numerical hours]*) hours following confirmed transmission;
- (c) in the case of telegrams, *[written hours]* (*[numerical hours]*) hours following confirmed transmission; and
- (d) in the case of facsimiles, *[written hours]* (*[numerical hours]*) hours following confirmed transmission.

[1.8

The Member in Charge is *[name and legal status of member]*.

² Clauses in brackets are optional; all notes should be deleted in final text.

Note: If the Consultants consist of a joint venture of more than one entity, the name and legal status of the entity whose address is specified in Clause SC 1.6.1 should be inserted here. If the Consultants consist only of one entity, this Clause SC 1.8 should be deleted from the SC.]

1.9 The Authorized Representatives are:

For the Procuring Entity: _____

For the Consultants: _____

[1.10] In case a specific law provides for a tax exemption, the Procuring Entity warrants that the Consultants, the Subconsultants and the Personnel shall be exempt from (or that the Procuring Entity shall pay on behalf of the Consultants, the Subconsultants and the Personnel, or shall reimburse the Consultants, the Subconsultants and the Personnel for) any taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultants, the Subconsultants and the Personnel in respect of:

- (a) any payments whatsoever made to the Consultants, Subconsultants and the Personnel (other than nationals of the Republic of Rwanda or permanent residents in the Republic of Rwanda), in connection with the carrying out of the Services;
- (b) any equipment, materials and supplies brought into the Republic of Rwanda by the Consultants or Subconsultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn therefrom by them;
- (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Procuring Entity and which is treated as property of the Procuring Entity;
- (d) any property brought into the Republic of Rwanda by the Consultants, any Subconsultants or the Personnel (other than nationals of the Republic of Rwanda or permanent residents in the Republic of Rwanda), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn therefrom by them upon their respective departure from the Republic of Rwanda, provided that:
 - (1) the Consultants, Subconsultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Republic of Rwanda in importing property into the Republic of Rwanda; and
 - (2) if the Consultants, Subconsultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Republic of Rwanda upon

which customs duties and taxes have been exempted, the Consultants, Subconsultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Republic of Rwanda, or (ii) shall reimburse them to the Procuring Entity if they were paid by the Procuring Entity at the time the property in question was brought into the Republic of Rwanda.

[2.1 The effectiveness conditions are the following:

2.2

Note: Fill in the time period, e.g., “four months.”

2.3

The time period shall be *[length of time]* or such other time period as the parties may agree in writing.

Note: Fill in the time period, e.g., “four months.”

2.4

The time period shall be *[length of time]* or such other time period as the parties may agree in writing.

Note: Fill in the time period, e.g., “four months.”

[3.2.4(b)

Note: It is essential that Consultants who advise Procuring entities on the privatization of state owned enterprises or other assets (or on related problems), be prohibited from “switching sides” upon completion of their assignment and then either appearing as purchaser of these enterprises/assets or advising potential purchasers in this context. In these situations, the following provision must be used:

“For a period of two years after the expiration of this Contract, the Consultants shall not engage, and shall cause their Personnel as well as their Subconsultants and their Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Procuring Entity under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultants also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.”]

[3.4

Nyūye: Proposals to introduce exclusions/limitations of the Consultants’ liability under the Contract should be carefully scrutinized by the Procuring Entity. In this regard the parties should be aware of the following rules:

1. *If the Parties agree that the Consultants’ liability should simply be governed by the Applicable Law, they should delete this Clause SC 3.4 from the SC.*

2. *If the Parties wish to limit or to partially exclude the Consultants' liability to the Procuring Entity, they should note that, to be acceptable to the Procuring Entity, any limitation of the Consultants' liability should at the very least be reasonably related to (a) the damage the Consultants might potentially cause to the Procuring Entity, and (b) the Consultants' ability to pay compensation using their own assets and reasonably obtainable insurance coverage. The Consultants' liability should not be limited to less than (i) the estimated total payments to the Consultants under the Contract for remuneration and reimbursables, or (ii) the proceeds the Consultants may be entitled to receive from any insurance they maintain to cover such liability, whichever of (i) or (ii) is higher. A statement to the effect that the Consultants are liable only for the re-performance of faulty Services is not acceptable to the Procuring Entity. Also, the Consultants' liability should never be limited for loss or damage caused by the Consultants' gross negligence or willful misconduct. Consequently, the Procuring Entity would accept the following provisions with respect to the Consultants' liability, which the Parties could introduce here in the SC as Clause SC 3.4 as follows:*

“3.4 Limitation of the Consultants' Liability towards the Procuring Entity

- (a) Except in case of gross negligence or wilful misconduct on the part of the Consultants or on the part of any person or consultant acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Procuring Entity property, shall not be liable to the Procuring Entity:
- (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.
- (b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or consultant acting on behalf of the Consultants in carrying out the Services.”
3. *The Procuring Entity does not accept a provision to the effect that the Procuring Entity shall indemnify and hold harmless the Consultants against third party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Procuring Entity.*

3.5

The risks and the coverages shall be as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Republic of Rwanda by the Consultants or their Personnel or any Subconsultants or their Personnel, with a minimum coverage of [amount];
- (b) Third Party liability insurance, with a minimum coverage of [amount];
- (c) Professional liability insurance, with a minimum coverage of [amount];
- (d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Subconsultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

Note: Delete what is not applicable.

[3.6

Note: Where price is not an evaluation criterion in the selection of the Consultants, and the text set forth after Note 1 to Clause SC 6.2(b) is therefore used in the SC, the text set forth below should be used as Clause SC 3.6 in the SC. Where price is an evaluation criterion, there is no need for a Clause SC 3.6 in the SC.

The bases for time changes and costs referred to in Clause GC 3.6 shall include the bases of the Consultants' representations referred to in Clause SC 6.2(b).]

[3.7(c)

The other actions are:

Note: If there are no other actions, delete this Clause SC 3.7 from the SC. If the Services consist of civil works, the following should be added here:

- “(i) taking any action under a civil works contract designating the Consultants as “Engineer,” for which action, pursuant to such civil works contract, the written approval of the Procuring Entity as “Employer” is required.”

[3.9

Note: If there is to be no restriction on the future use of these documents by either Party, this Clause SC 3.9 should be deleted from the SC. If the Parties wish to restrict such use, any of the following options—or any other option agreed to by the Parties—could be used:

- “The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Procuring Entity.”

- “The Procuring Entity shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Consultants.”
- “Neither Party shall use these documents for purposes unrelated to this Contract without the prior written approval of the other Party.”]

[4.6] *Note: If there is a resident assignment manager, state here: “The person designated as resident assignment manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.6.” If there is no such manager, delete this Clause SC 4.6 from the SC.]*

[5.1] *Note: List here any changes or additions to Clause GC 5.1. If there are no such changes or additions, delete this Clause SC 5.1 from the SC.]*

6.1(b) The ceiling in foreign currency or currencies is: *[amount]*

The ceiling in local currency is: *[amount]*

[6.2(a)]

Note: *In order to adjust the remuneration for foreign and/or local inflation, a price adjustment provision should be included here if the contract has duration of more than 9 months or if the foreign or local inflation is expected to exceed 5% per annum. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and—except if there is very high inflation in the Republic of Rwanda, in which case more frequent adjustments should be provided for—at the same intervals for remuneration in local currency.*

Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultants) and remuneration in local currency by using the corresponding index for the Republic of Rwanda. A sample provision is provided below for guidance:

“Payments for remuneration made in accordance with Clause GC 6.2(a) in [foreign and/or] [local] currency shall be adjusted as follows:

- (i) Remuneration paid in foreign currency pursuant to the rates set forth in Appendix G shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract) by applying the following formula:

$$R_f = R_{fo} \times \frac{I_f}{I_{fo}}$$

where R_f is the adjusted remuneration, R_{fo} is the remuneration payable on the basis of the rates set forth in Appendix G for remuneration payable in foreign currency, I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect, and I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

- (ii) Remuneration paid in local currency pursuant to the rates set forth in Appendix H shall be adjusted every [number] months (and, for the first time, with effect for the remuneration earned in the [number]th calendar month after the date of the Contract) by applying the following formula:

$$R_l = R_{lo} \times \frac{I_l}{I_{lo}}$$

where R_l is the adjusted remuneration, R_{lo} is the remuneration payable on the basis of the rates set forth in Appendix H for remuneration payable in local currency, I_l is the official index for salaries in the Republic of Rwanda for the first month for which the adjustment is to have effect and, I_{lo} is the official index for salaries in the Republic of Rwanda for the month of the date of the Contract.”]

6.2(b)(i)

Note 1: Where price is not an evaluation criterion in the selection of Consultants, The Procuring Entity must request the Consultants to submit certain representations about the Consultants’ salary and related costs, which representations are then used by the parties when negotiating the applicable remuneration rates. In this case, the text set forth below should be used as Clause SC 6.2(b)(i) in the SC.

(1) It is understood (i) that the remuneration rates shall cover (A) such salaries and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges and overhead based on the Consultants’ average costs, as represented by the financial statements of the Consultants’ latest three fiscal years, (B) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (C) the Consultants’ fee, (ii) other means of profit-sharing shall not be allowed as an element of overhead, and (iii) that any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the *The Procuring Entity*, once the applicable salaries and allowances are known.

(2) Remuneration for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultants’ home office and directly attributable to the Services (one hour being equivalent to 1/240th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).

(3) The remuneration rates have been agreed upon based on the representations made by the Consultants during the negotiation of this Contract with respect to the Consultants’ costs and charges referred to in subparagraph (1) of this Clause SC 6.2(b)(i), as such representations are evidenced (i) by the form “Consultants’ Representations regarding Costs and Charges,” dated [Fill in the date of the Form properly executed by the Consultants], which was submitted by the Consultants to the *The Procuring Entity* during such negotiation [*Note: A model of such a form is attached at the end of these SC as Model Form I. When inviting the selected Consultants for contract negotiation, the Procuring Entity should request the Consultants to submit this Form*

no later than at the beginning of the negotiation, properly filled in and executed, and together with the necessary salary slips], and (ii) by the form “Breakdown of Agreed Fixed Rates in Consultants’ Contract,” dated [Fill in the date of the Form properly executed by the Consultants], which was executed by the Consultants at the conclusion of such negotiation [Note: A model of such a form is attached at the end of these SC as Model Form II. The Consultants should be requested to execute this Form at the conclusion of the contract negotiation when the Parties have agreed on the fixed rates and their breakdown.]. Should these representations be found by the Procuring Entity (either through inspections or audits pursuant to Clause GC 3.6 hereof or through other means) to be materially incomplete or inaccurate, the Procuring Entity shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Procuring Entity before any such modification, (i) the Procuring Entity shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Procuring Entity to the Consultants, the Consultants shall reimburse to the Procuring Entity any excess payment within thirty (30) days of receipt of a written claim of the Procuring Entity. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with Clause GC 6.4(d) of this Contract.

Note 2: Where price is an evaluation criterion, the above representations are not required, and the text set forth below should be used as Clause SC 6.2(b)(i) in the SC.

- (1) It is understood (i) that the remuneration rates shall cover (A) such salaries and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges and overhead, (B) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (C) the Consultants’ fee, (ii) other means of profit-sharing shall not be allowed as an element of overhead, and (iii) that any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Entity, once the applicable salaries and allowances are known.
- (2) Remuneration for periods of less than one month shall be calculated on an hourly basis for actual time spent in the

Consultants' home office and directly attributable to the Services (one hour being equivalent to 1/240th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).

6.2(b)(ii) The rates for foreign [and local] Personnel are set forth in Appendix G [and the rates for local Personnel, in Appendix H].

Note: Select the correct wording, depending on whether local Personnel is paid in foreign or local currency—see Clause SC 6.3(b)(i).

6.3(a) The foreign currency [currencies] shall be the following:

(i) [name of foreign currency]

(ii) [name of foreign currency]

6.3(b)(i) Remuneration for foreign [and local] Personnel shall be paid in foreign currency [and remuneration for local Personnel shall be paid in local currency].

Note: Select the correct wording—see Clause SC 6.2(b)(ii).

6.3(b)(ii) The reimbursable expenditures in foreign currency shall be the following:

(1) a per diem allowance for each of the foreign or local Personnel for every day in which such Personnel shall be outside the location specified in appendix A for the purpose of the Services at the daily rate specified in Appendix G;

(2) the following transportation costs:

(i) the cost of international transportation of the foreign Personnel and, as specified below, eligible dependents of the foreign Personnel, by the most appropriate means of transport and the most direct practicable route to and from the Consultants' home office; in the case of air travel, this shall be by less than first class;

(ii) for any foreign Personnel spending twenty-four (24) consecutive months or more in the Republic of Rwanda, one extra round trip will be reimbursed for every twenty-four (24) months of assignment in the Republic of Rwanda.

Such Personnel will be entitled to such extra round trip only if upon their return to the Republic of Rwanda, such Personnel are scheduled to serve for the purposes of the Assignment for a further period of not less than six (6) consecutive months;

- (iii) the cost of transportation to and from the Republic of Rwanda of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the foreign Personnel assigned to resident duty in the Republic of Rwanda for the purpose of the Services for periods of twelve (12) consecutive months or longer, provided that the stay of such dependents in the Republic of Rwanda shall have been for not less than three (3) consecutive months, duration. If the assignment period for resident staff of the foreign Personnel will be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month assignment will be reimbursed;
 - (iv) for the air travel of each of the foreign Personnel, and each eligible dependent, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight; and
 - (v) miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc., at a fixed unit price per round trip as specified in Appendix G;
- (3) the cost of communications (other than those arising in the Republic of Rwanda) reasonably required by the Consultants for the purposes of the Services;
 - (4) the cost of printing, reproducing and shipping of the documents, reports, drawings, etc. specified in Appendices A and B hereof;
 - (5) the cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services: *[amount]*;
 - (6) the cost of shipment of personal effects up to *[amount]*;
 - (7) the cost of programming and use of, and communication between, the computers for the purposes of the Services at the rate set forth in Appendix G;

- (8) the cost of training of the Procuring Entity personnel outside the Republic of Rwanda, as specified in Appendix G;
- (9) the cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Procuring Entity, as specified in Appendix G;
- (10) the foreign currency cost of any subcontract required for the Services and approved in writing by the Procuring Entity;
- (11) the cost of items not covered in the foregoing but which may be required by the Consultants for completion of the Services, subject to the prior authorization in writing by the Procuring Entity; and
- (12) any such additional payments in foreign currency for properly procured items as the Parties may have agreed upon pursuant to the provisions of Clause GC 6.1(c).

Note: Items that are not applicable should be deleted; others may be added.

6.3(b)(iii)

The reimbursable expenditures in local currency shall be the following:

- (1) a per diem allowance at a rate in local currency equivalent to *[name agreed foreign currency specified in Clause SC 6.1(b)]* per day, for each of the short-term foreign Personnel (i.e., with less than twelve (12) months consecutive stay in the Republic of Rwanda for the first ninety (90) days during which such Personnel shall be in the Republic of Rwanda;
- (2) a per diem allowance at a rate in local currency equivalent to *[name agreed foreign currency specified in Clause SC 6.1(b)]* per day, for each of the short-term foreign Personnel for each day in excess of ninety (90) days during which such Personnel shall be in the Republic of Rwanda;
- (3) a living allowance for each of the long-term foreign Personnel (twelve (12) months or longer consecutive stay in the Republic of Rwanda) at the rates specified in Appendix H;
- (4) the cost of the following locally procured items: local transportation, office accommodations, camp facilities, camp services, subcontracted services, soil testing, equipment rentals, supplies, utilities and communication charges arising in the

Republic of Rwanda, all if and to the extent required for the purpose of the Services, at rates specified in Appendix H;

- (5) the cost of equipment, materials and supplies to be procured locally in the Republic of Rwanda as specified in Appendix H;
- (6) the local currency cost of any subcontract required for the Services and approved in writing by the Procuring Entity;
- (7) any such additional payments in local currency for properly procured items as the Parties may have agreed upon pursuant to the provisions of Clause GC 6.1(c); and
- (8) the cost of such further items as may be required by the Consultants for the purpose of the Services, as agreed in writing by the Procuring Entity.

Note: Items that are not applicable should be deleted; others may be added, like e.g., a provision drafted along the lines of paragraph (2) of Clause SC 6.3(b)(ii) in case local Personnel have to work for extended time periods at considerable distance from their normal duty station.

6.4(e)

The accounts are:

for foreign currency: *[insert account]*

for local currency: *[insert account]*

8.2

Disputes shall be settled by National Courts or arbitration.

Option for mediation:

“If the parties fail to resolve the dispute by the method of amicable settlement, the dispute shall be submitted to mediation in accordance with Kigali International Arbitration Centre mediation rules in force in a period of thirty (30) days from the date the request for mediation was submitted”.

Parties agree to share equally the costs of the mediation but which shall not include the expenses incurred by each party for its own legal representation.”

Option for litigation:

“If the parties cannot settle the dispute amicably or by mediation within thirty (30) days after appointment of the mediators, the matter shall be referred to national courts of competent jurisdiction.”

Option for arbitration:

- (i) “Any dispute or difference between the Parties as to the interpretation or implementation of this Agreement or in respect of any matter or thing arising under, out of or in connection with this Agreement that cannot be settled by amicable settlement or mediation (when provided for), shall be settled by arbitration in accordance with Kigali International Arbitration Centre (KIAC) rules.
- (ii) The number of arbitrators to the proceedings shall be(Choose the number of arbitrators/can be one or three).
- (iii) The seat for arbitration shall be (Choose the seat).
- (iv) The language for arbitration proceedings shall be(Choose the language).
- (v) The award rendered by the arbitrator(s) shall be final and binding and

shall be enforced by any Court of competent jurisdiction. The party seeking enforcement shall be entitled to an award of all costs including legal fees to be paid by the party against whom enforcement is ordered.

In case the other party wishes to use a different arbitration mechanism namely UNICTRAL, EACJ, or any other the Procuring Entity shall seek for advice from the Ministry of Justice/Attorney General's Office.

MODEL FORM I

See Clause SC 6.2(b) (i)

Consulting Consultant:
Assignment:Country: Republic of Rwanda
Date:**Consultants' Representations Regarding Costs and Charges**

We hereby confirm that (a) the basic salaries indicated below are taken from the consultant's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the consultant's staff; (b) attached are true copies of the latest salary slips of the staff members listed; (c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed; (d) the factors listed below for social charges and overhead are based on the consultant's average cost experiences for the latest three years as represented by the consultant's financial statements; and (e) said factors for overhead and social charges do not include any other means of profit-sharing.

(Expressed in *[name of currency]*)

Name	Position	Basic Salary per Working Month/Day/Year (a)	Social Charges ¹ (b)	Overhead ¹ (c)	Away from Headquarters Allowance (f)
etc.					

¹ Expressed as a percentage of (a).

[Name and legal status of Consulting Consultant]

 Signature of Authorized Representative

 Date

Name: _____

Title: _____

Note: For field staff, use Basic Salary per Working Month; for home office staff, Basic Salary per Working Day or Hour. For field staff, also fill in Away from Headquarters Allowance, if any. This form (and the one on the next page) should not be part of the signed Contract but should be executed by the Consultants separately. See Notes in Clause SC 6.2(b)(i).

MODEL FORM II

See Notes to Form on preceding page and to Clause SC 6.2(b)(i)

Breakdown of Agreed Fixed Rates in Consultants' Contract

We hereby confirm that we have agreed to pay to the staff members listed, who will be involved in this assignment, the basic salaries and away from headquarters allowances (if applicable) indicated below:

(Expressed in *[name of currency]*)

Name	Position	Basic Salary per Working Month/Day/Year (a)	Social Charges ¹ (b)	Overhead ¹ (c)	Subtotal (d)	Fee ² (e)	Away from Headquarters Allowance (f)	Agreed Fixed Rate per Working Month/Day/Hour (g)	Agreed Fixed Rate ¹ (h)
etc.									
¹ Expressed as a percentage of (a).									
² Expressed as a percentage of (d).									

Signature

Date

Name: _____

Title: _____

IV. Appendices

APPENDIX A—DESCRIPTION OF THE SERVICES

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by the Procuring Entity, etc.

APPENDIX B—REPORTING REQUIREMENTS

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C—KEY PERSONNEL AND SUBCONSULTANTS

- List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key foreign Personnel to be assigned to work in the Republic of Rwanda, and staff-months for each.*
 - C-2 Same information as C-1 for Key local Personnel.*
 - C-4 Same as C-1 for Key Personnel to be assigned to work outside the Republic of Rwanda.*
 - C-4 List of approved Subconsultants (if already available); same information with respect to their Personnel as in C-1 through C-4.*

APPENDIX D—MEDICAL CERTIFICATE

Show here an acceptable form of medical certificate for foreign Personnel to be stationed in the Republic of Rwanda. If there is no need for a medical certificate, state here "Not applicable."

APPENDIX E—HOURS OF WORK FOR KEY PERSONNEL

List here the hours of work for Key Personnel; travel time to and from the Republic of Rwanda for foreign Personnel (Clause GC 4.4(a)); entitlement, if any, to overtime pay, sick leave pay, vacation leave pay, etc.

APPENDIX F—DUTIES OF THE PROCURING ENTITY

- List under:*
- F-1 Services, facilities and property to be made available to the Consultants by the Procuring Entity.*
 - F-2 Counterpart personnel to be made available to the Consultants by the Procuring Entity.*

APPENDIX G—COST ESTIMATES IN FOREIGN CURRENCY

List hereunder cost estimates in foreign currency:

1.
 - (a) Monthly rates for foreign Personnel (Key Personnel and other Personnel)
 - (b) Monthly rates for local Personnel (Key Personnel and other Personnel).
Note: This should be added if local Personnel is also being paid in foreign currency.

2. Reimbursable expenditures
 - (a) Per diem allowances.
 - (b) Air transport for foreign Personnel.
 - (c) Air transport for dependents.
 - (d) Transport of personal effects.
 - (e) International communications.
 - (f) Printing of documents specified in Appendices A and B hereof.
 - (g) Acquisition of specified equipment and materials to be imported by the Consultants and to be paid for by the Procuring Entity (including transportation to the Republic of Rwanda).
 - (h) Other foreign currency expenditures, like use of computers, foreign training of the Procuring Entity staff, various tests, etc.

APPENDIX H—COST ESTIMATES IN LOCAL CURRENCY

List hereunder cost estimates in local currency:

1. Monthly rates for local Personnel (Key Personnel and other Personnel)

2. Reimbursable expenditures as follows:
 - (a) Per diem rates for subsistence allowance for foreign short-term Personnel, plus estimated totals.
 - (b) Living allowances for long-term foreign Personnel, plus estimated totals.
 - (c) Cost of local transportation.
 - (d) Cost of other local services, rentals, utilities, etc.

ANNEX II

STANDARD FORM OF CONTRACT FOR

Consultants' Services, Lump-Sum Remuneration

CONTRACT FOR CONSULTANTS' SERVICES

Lump-Sum Remuneration

Between

[name of the Procuring Entity]

and

[name of the Consultants]

Dated: _____

8.3 Form of Contract

LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of the Procuring Entity]* (hereinafter called the “Procuring Entity”) and, on the other hand, *[name and legal status of consultants]* (hereinafter called the “Consultants”).

[Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows: “... (hereinafter called the “Procuring Entity”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Procuring Entity for all the Consultants’ obligations under this Contract, namely, [name and legal status of consultants] and [name and legal status of consultants] (hereinafter called the “Consultants”).]”¹

WHEREAS

- (a) the Procuring Entity has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Consultants, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Procuring Entity has received *[or has applied for]* a loan from the *[Insert the name of the funding International Development Institution]* (hereinafter called the “Development Institution) *[or a credit from the International Development Association (hereinafter called the “Association”)]* towards the cost of the Services and intends to apply a portion of the proceeds of this loan *[or credit]* to eligible payments under this Contract, it being understood (i) that payments by the Development Institution will be made only at the request of the Procuring Entity and upon approval by the Development Institution, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan *[or credit]*, and (iii) that no party other than the Procuring Entity shall derive any rights from the agreement providing for the loan *[or credit]* or have any claim to the loan *[or credit]* proceeds;

Or (c) the Procuring Entity has received Governmental funds and intends _____

Or (c) the Procuring Entity has decided to allocate a portion of its own budget to finance _____

¹ Text in brackets is optional; all notes should be deleted in final text.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices: [*Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services	<input type="checkbox"/> Not used
Appendix B: Reporting Requirements	<input type="checkbox"/> Not used
Appendix C: Key Personnel and Subconsultants	<input type="checkbox"/> Not used
Appendix D: Breakdown of Contract Price in Foreign Currency	<input type="checkbox"/> Not used
Appendix E: Breakdown of Contract Price in Local Currency	<input type="checkbox"/> Not used
Appendix F: Services and Facilities Provided by the Procuring Entity	<input type="checkbox"/> Not used

2. The mutual rights and obligations of the Procuring Entity and the Consultants shall be as set forth in the Contract, in particular:

- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Procuring Entity shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of the Procuring Entity]*

[Authorized Representative]

For and on behalf of *[name and legal status of consultants]*

[Authorized Representative]

[Note: If the Consultants consist of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Consultants

[name and legal status of member]

[Authorized Representative]

[name and legal status of member]

[Authorized Representative]

2 General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Rwanda, as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) “Foreign Currency” means any currency other than the currency of the Republic of Rwanda;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Rwanda;
- (g) “Local Currency” means the currency of the Republic of Rwanda;
- (h) “Member,” in case the Consultants consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Procuring Entity under this Contract;
- (i) “Party” means the Procuring Entity or the Consultants, as the case may be, and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultants or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A; and
- (m) “Subconsultant” means any entity to which the Consultants subcontract any part of the

Services in accordance with the provisions of Clauses 3.5 and 4.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Rwanda or elsewhere, as the Procuring Entity may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Consultants may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

Unless otherwise specified in the SC, the Consultants, Subconsultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultants shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the funding Development Institution, as the case may be, has been obtained.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Procuring Entity

The Procuring Entity may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.6.1 and sixty (60) days' in the case of the event referred to in (e):

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;
- (b) if the Consultants become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the consultant, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

- (e) if the Procuring Entity, in its sole discretion, decides to terminate this Contract.

2.6.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

- (a) if the Procuring Entity fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Procuring Entity shall make the following payments to the Consultants:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

The Consultants shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity legitimate interests in any dealings with Subconsultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Subconsultants, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Consultants and Affiliates not to be otherwise interested in the assignment

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Subconsultant and any of its affiliates, shall be disqualified from providing goods, works, or services (other than the Services and any continuation thereof) for any assignment resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultants nor their Subconsultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Rwanda or any other country which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Subconsultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Assignment, the Services, this Contract, or the Procuring Entity business or operations without the prior written consent of the Procuring Entity.

3.4 Insurance to be Taken Out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Subconsultants to take out and maintain, at their (or the Subconsultants', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Procuring Entity request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultants' Actions Requiring the Procuring Entity Prior Approval

The Consultants shall obtain the Procuring Entity prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subconsultants"), and
- (c) any other action that may be specified in the SC.

3.6 Reporting Obligations

The Consultants shall submit to the Procuring Entity the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Consultants to Be the Property of the Procuring Entity

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Procuring Entity, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

4. CONSULTANTS' PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Subconsultants listed by title as well as by name in Appendix C are hereby approved by the Procuring Entity.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Procuring Entity may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Procuring Entity finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Procuring Entity written request specifying the grounds thereof, provide as a replacement a

person with qualifications and experience acceptable to the Procuring Entity.

- (c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE PROCURING ENTITY

5.1 Assistance and Exemptions

The Procuring Entity shall use its best efforts to ensure that the Government shall provide the Consultants such assistance and exemptions as specified in the SC.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the services rendered by the Consultants, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b).

5.3 Services and Facilities

The Procuring Entity shall make available to the Consultants the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANTS

6.1 Lump-Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

- (a) The price payable in foreign currency is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Procuring Entity specifying the amount due.

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. Special Conditions of Contract

Number of GC Clause ²	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
[1.1(a)]	
[1.1(i)]	The Member in Charge is <i>[name and legal status of Member].</i>
1.3	The language is <i>[specify English or, French].</i>
1.4	<p>The addresses are:</p> <p>Procuring Entity: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p> <p>Consultants: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity: _____</p> <p>For the Consultants: _____</p>

² Clauses in brackets are optional; all notes should be deleted in final text.

- 1.7** The Procuring Entity warrants that the Consultants and their Personnel (as well as the Subconsultants and their Personnel) shall be exempt from any taxes, duties, fees, levies, and other impositions levied, under the Applicable Law, on the Consultants and the Personnel in respect of:
- (a) any payments made to the Consultants, Subconsultants, and the Personnel of either of them (other than nationals of the Government or permanent residents of the Republic of Rwanda), in connection with the carrying out of the Services;
 - (b) any equipment, materials, and supplies brought into the Republic of Rwanda by the Consultants or Subconsultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn therefrom by them;
 - (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Procuring Entity and which is treated as property of the Procuring Entity
 - (d) any property brought into the Republic of Rwanda by the Consultants, any Subconsultants, and the Personnel of either of them (other than nationals of the Republic of Rwanda or permanent residents of the Republic of Rwanda) for their personal use and which will subsequently be withdrawn therefrom by them upon their respective departure from the Government's country.

The Consultants must be informed about which alternative the Procuring Entity wishes to apply before they are to submit their financial proposal. If they are liable to any taxes, duties, fees, levies and/or any other impositions, the Consultants should be provided with the information necessary to allow them to calculate their approximate liability for the applicable taxes, duties and impositions

[2.1] The date on which this Contract shall come into effect is *[date]*.

Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as approval of the Contract by the funding Development Institution, (see Clause 6.4), etc.]

[2.2] The date for the commencement of Services is *[date]*.

2.3 The period shall be *[length of time]*.

Note: Fill in the period, e.g., twenty-four (24) months or such other period as the parties may agree in writing.

- [3.2.1]** *Note: The following should be inserted in the SC or alternatively in Appendix A if the Consultants are advising the Procuring Entity on the procurement of goods, works, or services:*

“Procurement Rules of Funding Agencies

Furthermore, if the Consultants, as part of the Services, have the responsibility of advising the Procuring Entity on the procurement of goods, works, or services, the Consultants shall comply with any applicable procurement guidelines of the funding Development Institution, as the case may be, and other funding agencies and shall at all times exercise such responsibility in the best interest of the Procuring Entity.

- [3.2.3]** *Note: It is essential that Consultants who advise Procuring entities on the privatization of state-owned enterprises or other assets (or on related problems), be prohibited from “switching sides” upon completion of their assignment and then either appearing as purchaser of these enterprises/assets or advising potential purchasers in this context. In these situations, the following provision must be added to Clause 3.2.3:*

“For a period of two years after the expiration of this Contract, the Consultants shall not engage, and shall cause their Personnel as well as their Subconsultants and their Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Procuring Entity under this Contract, nor shall they engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.”

- 3.4** The risks and coverage shall be:

- (i) Third Party motor vehicle _____
- (ii) Third Party liability _____
- (iii) Employer’s liability and workers’ compensation _____
- (iv) Professional liability _____
- (v) Loss or damage to equipment and property _____

- [3.5(c)]** *Note: Delete where not applicable.*

The other actions are _____.]

[3.7] *Note: If there is to be no restriction on the future use of these documents by either Party, this Clause 3.7 should be deleted from the SC. If the Parties wish to restrict such use, any of the following options—or any other option agreed to by the Parties—may be used, such as the following:*

- “The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Procuring Entity.”
- “The Procuring Entity shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Consultants.”
- “Neither Party shall use these documents for purposes unrelated to this Contract without the prior written approval of the other Party.”

[5.1] *Note: List here any assistance or exemptions that the Procuring Entity may provide under Clause 5.1. If there is no such assistance or exemptions, state “not applicable.”*

6.2(a) The amount in foreign currency or currencies is *[insert amount]*.

6.2(b) The amount in local currency is *[insert amount]*.

6.4 The accounts are:

for foreign currency: *[insert account]*

for local currency: *[insert account]*

Payments shall be made according to the following schedule:

Note: (a) the following instalments are indicative only;

- Twenty (20) percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.
- Ten (10) percent of the lump-sum amount shall be paid upon submission of the inception report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.

- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.
- Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.
- The bank guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.

Note: This sample clause should be specifically drafted for each contract.

6.5

Payment shall be made within [number] days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within [number] days in the case of the final payment.

Note: specify, e.g., “forty-five (45) days,” and, in the case of the last payment, “sixty (60) days.”

7.2

Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

Note: If the Consultant is a national of the Republic of Rwanda, this provision should be modified and referred to the Republic of Rwanda rules for settlement of disputes.

IV. Appendices

APPENDIX A—DESCRIPTION OF THE SERVICES

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by the Procuring Entity, etc.

APPENDIX B—REPORTING REQUIREMENTS

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C—KEY PERSONNEL AND SUBCONSULTANTS

- List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of foreign Personnel to be assigned to work in the Republic of Rwanda, and staff-months for each.*
 - C-2 Same as C-1 for Key foreign Personnel to be assigned to work outside the Republic of Rwanda.*
 - C-3 List of approved Subconsultants (if already available); same information with respect to their Personnel as in C-1 or C-2.*
 - C-4 Same information as C-1 for Key local Personnel.*

APPENDIX D—BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price—foreign currency portion:

1. *Monthly rates for Personnel (Key Personnel and other Personnel).*
2. *Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E—BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price—local currency portion:

1. *Monthly rates for Personnel (Key Personnel and other Personnel).*
2. *Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F—SERVICES AND FACILITIES PROVIDED BY THE PROCURING ENTITY