REPUBLIC OF KENYA

MINISTRY OF INFORMATION COMMUNICATION

TECHNOLOGY INNOVATION AND YOUTH AFFAIRS.

STATE DEPARTMENT FOR ICT

CONTRACT AGREEMENT

CONTRACT NO. MOICT/SDICT / 030 /2020 - 2021

DATE 02..09../ 2021.

PRINCIPAL SECRETARY
MINISTRY OF INFORMATION COMMUNICATIONS
& TECHNOLOGY
P.O. BOX 30025 - 00100,
NAIROBI

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S/NO.	ITEM DESCRIPTION	MODEL/MAKE/ COUNTRY OF ORIGIN	UNIT OF ISSUE	QTY	UNIT PRICE (KSH)
1.	Desktop Computer Type 5	Holland - Netherlands	NO	AWR	114,988.00

(c) This agreement sets out general and special conditions of the agreement;

NOW THEREFORE the parties hereby agree as follows:

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

(a) Contract agreement form;
(b) Tender form;
(c) Price Schedule or Bills of quantities submitted by the tenderer;
(d) Schedule of requirements;
(e) Technical Specifications;
(f) General Conditions of Contract;
(g) Special Conditions of Contract;
(h) Notification of Award;
(i) Acceptance Letter from the tenderer
(j) Any other document listed in the Special Condition of Contract as forming part of the Contract.

1. This agreement shall prevail over all other agreement documents. In the event of any discrepancy or inconsistency within the agreement documents, then the documents shall prevail in the order listed above.
2. The mutual rights and obligations of the Procuring Entity and the Supplier shall be as set forth in the agreement, in particular:

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SECTION II. GENERAL CONDITIONS OF AGREEMENT

1.1. OBJECT AND TERM OF AGREEMENT

1.1 This Framework Agreement governs the relationship between the Procuring Entity and the Supplier in respect of the provision of the Goods and Services by the Supplier to the Buyer.

1.2 **THE** agreement shall be initially signed for one (1) year and may be renewed once depending on satisfactory performance of the Supplier.

1.2. DEFINITIONS

2.1 Unless the context otherwise requires, the following words and expressions shall have the following meanings:

- **Approval"** means the prior written consent by the procuring Entity
- **"Call-off contract"** means the purchase order submitted to the Supplier by the Procuring Entity for the provision of goods and/or services;
- **"Commencement date"** means the date this agreement shall become effective;
- **"Confidential information"** means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential including information which would or would be likely to prejudice the commercial, administrative, governmental interests, trade secrets, Intellectual Property Rights, know-how, of either party

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• **"Intellectual Property Rights"**	means patents, inventions, trademarks, service marks, logos, design rights, applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations;
• **"ITT"**	means the Invitation To Tender issued by the Buyer
• **"Law"**	means the Laws of Republic of Kenya
• **"Month"**	means a calendar month
• **"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.
• **"Order"**	means a written request for goods and/or services served by the Buyer to the Supplier in accordance with the required procedures
• **"Ordering Procedures"**	means the procedures which are followed by the Buyer or other Buyers when submitting the order for goods and/or services to the Supplier;
• **"Other Buyers"**	means other procuring entities that shall rely on this agreement and order goods and/or services from the Supplier
• **"Party"**	means the Buyer or the Supplier

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3.4. References to any person shall include natural persons, Joint Venture and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees.

3.5References to any law, order, regulation, circular or other similar legal instrument shall be construed as a reference to the law, order, regulation, circular or that similar legal instrument as completed or amended by any subsequent law, order, regulation, circular or the similar legal instrument as subsequently completed or amended;

3.6 References to a clause is a reference to the whole of that clause unless stated otherwise.

4. SCOPE OF THE AGREEMENT

4.1. The agreement shall govern the relationship between the Buyer and the Supplier where the Buyer enters into agreement with the Supplier exclusively on its behalf for ordering goods and/or services that may be needed frequently over a period of time by the buyer.

5. SELECTION OF A SUPPLIER

5.1 A Supplier is selected as a single Supplier of goods and/or services as specified in the bidding document and shall be the only one to whom purchase orders for such goods and/or services shall be issued during the term of agreement, save in case provided for otherwise in the agreement.

6. SPECIFICATIONS OF GOODS AND/OR SERVICES

6.1 The goods and/or services to be supplied shall be in accordance with the technical specifications, the purchase order and in accordance with quality standards and good industry practice.

6.2 If requested by the Buyer, prior to being given a purchase order, the Supplier shall provide the Buyer with samples of goods for evaluation and approval, at the Supplier's cost and expense.

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10. PROCEDURES FOR SUBMITTING A PURCHASE ORDER

10.1 When ordering goods and/or services the Buyer shall:

a) order needed goods and/or services in accordance with the specifications agreed upon in the framework agreement;
b) apply corresponding unit prices as they have been quoted in the tender of the Framework Supplier or otherwise adjusted following provisions of the framework agreement;
c) Submit a purchase order to the Supplier;
d) Ensure the purchase order states the specifications of the goods and/or services needed by the Buyer or by other Buyer(s);
e) state the supply requirements for needed goods and/or services, including the place, date, time, packaging, and any other delivery conditions and shall incorporate other terms and conditions of the purchase order that may help both parties to fulfil their contractual obligations and meet objectives of the agreement
f) Special conditions of the agreement shall specify the delivery period from the time the Supplier receives the purchase order.

11. FORM AND ACCEPTANCE OF A PURCHASE ORDER

11.1 The purchase order shall be in a written form that gives details of goods and services to be supplied and the supply requirements.

11.2 After receiving a purchase order, depending on the nature of the goods and/or services ordered, the Supplier shall immediately acknowledge receipt of the order by signing and returning the order form or immediately supply the goods and/or services.

12. STATUTORY REQUIREMENTS

12.1 The Supplier shall be responsible for obtaining all licences, authorisations, consents, permits, registration, standardization, payment of taxes, and the fulfilment of any other obligation that is required by the law to supply goods and/or services.

12.2 If the supplier fails to abide by statutory requirements the agreement shall be terminated.

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Buyer. Such sub-contracting arrangements will clearly identify the Buyer; expressly provide a right for the Buyer to enforce the terms of the agreement. Copies of each sub-contract shall, at the request of the Buyer, be sent by the Supplier to the Buyer as soon as reasonably practicable.

14.5 The Buyer shall be entitled to assign, novate or otherwise dispose of its rights and obligations under this agreement or any part thereof to other buyers or any other body which substantially performs any of the functions that previously had been performed by the Buyer.

15. RIGHTS OF THIRD PARTIES

15.1 Save as provided in the rights specified in this agreement for the benefit of Buyers, a person who is not party to this agreement ("**Third Party**") has no right to enforce any term of it but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to this agreement.

15.2 However, depending on prevailing circumstances and in order to enforce principles of economy and efficiency in public procurement, the Supplier agrees that the Buyer may allow any other public entity other than specified beneficiary Buyers, to use this agreement and order goods and/or services from the Supplier.

15.3 The execution of the purchase orders and payment modalities for such orders specified in the preceding paragraph shall be exclusively conducted between the Supplier and the respective public entity. The Buyer shall not be held liable of any non-performance or poor performance of any or all obligations by any or both parties.

16. INTELLECTUAL PROPERTY RIGHTS (IPR)

16.1 Save as granted elsewhere under this agreement, neither the Buyer nor the Supplier shall acquire any right, title or interest in the other's pre-existing IPR.

16.2 The Supplier shall, during and after the contract period, indemnify and keep indemnified and hold the Buyer harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Buyer may suffer or incur as a result of any claim that the supply of goods and/or the provision of services by the Supplier infringes or allegedly infringes a third party's IPR

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provided that the Buyer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement goods.

18.6 The Buyer shall appoint a supervising official who shall ensure whether the Supplier supplied goods or is providing services meeting specifications or the service level agreement provided for in the contract. Whenever the supervising official finds that goods supplied or services provided are substandard he shall make a report thereon specifying areas that need improvement. The Buyer shall notify the Supplier of the non-performance or poor performance and require him to correct the identified defects within the time period agreed upon for that purpose.

19. FORCE MAJEURE

19.1 Neither party shall be liable to the other for any delay in performing, or failure to perform, its obligations under the agreement to the extent that such delay or failure is a result of force majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform its obligations under the agreement for the duration of such force majeure. However, if such force majeure prevents either party from performing its material obligations under the agreement for a period in excess of 6 months, either party may terminate the agreement with immediate effect by notice in writing.

19.2 If either party becomes aware of a force majeure event or occurrence which gives rise to or is likely to give rise to any such failure or delay on its part it shall notify in writing within the period stipulated in the special conditions of the agreement.

20. PAYMENT MODALITIES

20.1 The Buyer shall pay all sums due to the Supplier to the account and within the time period to be **stipulated in special conditions of the agreement** from the receipt of a valid and supported invoice.

20.2 The Supplier shall ensure that each invoice contains all appropriate references and a detailed breakdown of the goods and/or services supplied and that it is supported by any other documentation reasonably required by the Buyer to substantiate the invoice.

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24. CONFIDENTIAL INFORMATION

24.1 Except to the extent set out in this article or where disclosure is expressly permitted elsewhere in this framework agreement, each party shall:

a) treat all confidential information belonging to the other party as confidential and safeguard it accordingly;

b) not disclose any confidential information belonging to the other party to any other person without the prior written consent of the other party, except to such persons and to such extent as may be necessary for the performance of the agreement or except where disclosure is otherwise expressly permitted by the provisions of the agreement.

24.2 The Supplier shall not use any confidential information it receives from the Buyer otherwise than for the purposes of the agreement.

24.3 It shall not be a disclosure of confidential information if the information (i) is or becomes public knowledge otherwise than by either party herein, (ii) was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party, (iii) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure, (iv) is independently developed without access to the confidential information, (v) must be disclosed pursuant to a legal, regulatory, court decision or contractual obligation placed upon the party making the disclosure.

24.4 Nothing shall prevent the Buyer (s) disclosing any confidential information obtained from the Supplier (i) for the purpose of the examination and certification of the Buyer's accounts, (ii) for the purpose of any examination by the Buyer's auditors of the economy, efficiency and effectiveness with which the Buyer has used its resources, (iii) for the purpose of debarment procedures or any other procurement investigations, (iv) for the purpose of another contract (s) whose preparation and/or performance depend on the protected information.

24.5 In the event the parties fail to comply with provisions on confidentiality, the aggrieved party reserves the right to terminate the agreement with immediate effect by giving notice in writing to the defaulting party.

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e) where the Buyer acknowledges that as a consequence of default by the Supplier, another Buyer terminates a purchase order (s) which was issued to the Supplier under this agreement.

26.1.2If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier shall notify the Buyer in writing of such failure to pay. If the Buyer fails to pay such undisputed sums within a time period, specified in special conditions of the agreement, of the date of such written notice, the Supplier may terminate the agreement in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Buyer exercising its rights of recovery of sums due to him by the Supplier.

26.2 Termination for financial standing

26.2.1 The Buyer may terminate this agreement by serving a written notice on the Supplier with effect from a time specified in special conditions of the agreement or in the notice where (in the reasonable opinion of the Buyer), there is a material detrimental change in the financial standing and/or the credit rating of the Supplier which adversely impacts on the Supplier's ability to supply goods and/or services under this agreement.

26.3 Termination for Insolvency

26.3.1 The Buyer may terminate this agreement with immediate effect by notice in writing where the Supplier is a company and becomes bankrupt or otherwise insolvent, acquired by or merged with another company.

28.4 Termination for convenience

26.4.1 The Buyer shall have the right to terminate this agreement, or to terminate the provision of any part of the agreement at any time by giving a written notice to the Supplier to take effect from a date specified in special conditions of the agreement.

26.4.2 The notice of termination shall specify that termination is for the Buyer's convenience and that the Supplier shall not claim for any compensation. However, goods and/or services that shall be ordered before the termination notice and which shall be ready for delivery or provision within one month after the termination notice, they shall be accepted by the Buyer

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29. NOTICES

29.1 Except as otherwise expressly provided within this agreement, no notice or other communication from one party to the other shall have any validity under the agreement unless made in writing by or on behalf of the party sending the communication.

29.2 Any notice or other communication which is to be given by either party to the other shall be given by letter sent by hand, post, registered post or by the recorded delivery service, by facsimile transmission or electronic mail. Such letters shall be addressed to the other party to the address specified in special conditions of the agreement. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given after a time period specified in the special conditions of the agreement.

29.3 In case any of parties changes its address, it shall inform the other. The Supplier accepts that changing his address without informing the buyer shall lead to his debarment in public procurement proceedings.

30. DISPUTE RESOLUTION

30.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the agreement. Within a time period to be stipulated in special conditions of the agreement parties shall meet in order to try and resolve the dispute

30.2 If the parties cannot settle the dispute amicably, the matter shall be referred to Kenyan courts of competent jurisdiction.

30.3 Or if the dispute cannot be amicably settled by the parties, the matter shall be referred to and finally resolved by arbitration in accordance with the rules of the arbitration centre to be specified in special conditions of the agreement.

31. LAW AND JURISDICTION

31.1 The agreement shall be governed by and construed according to law stipulated in special conditions.

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SECTION III. SPECIAL CONDITIONS OF FRAMEWORK AGREEMENT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1	The Agreement has the object framework agreement for Supply and delivery of ICT Equipment, devices, software and services enumerated at Annex 8 and 9 to Government Ministries/Departments, Parastatals and Semi-Autonomous Government Agencies
GCC 6.1	In this agreement the Ministry of Information, Communications Technology Innovation and Youth Affairs (State department of ICT) shall order on need basis The technical specifications of the goods/services to be supplied are annexed to the agreement as Annex 5.
GCC 10	After reception of a purchaser order, the supplier shall deliver within 7 working days
GCC. 18	The supplier shall replace the non-conforming goods and/or services immediately
GCC.20.1	The sums shall be deposited to the accounts within thirty (30) days
GCC 26.1.1	The Buyer may terminate the contract within thirty (30) days

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GCC 30.3	In case of dispute settlement the parties shall use the rules of the Nairobi Centre for International Arbitration under the Nairobi Centre for International Arbitration Act, 2013
GCC 31.1	Applicable law shall be the laws of the Republic of Kenya

Annex 1: Contract agreement form

Annex 2: Tender form

Annex 3: Price Schedule or Bills of quantities submitted by the tenderer

Annex 4: Schedule of requirements

Annex 5: Technical Specifications

Annex 6: General Conditions of Contract

Annex 7: Special Conditions of Contract

Annex 8: Notification of Award

Annex 9: Acceptance Letter from the tenderer

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DESKTOP COMPUTER TYPE 5			
	FEATURE	**DETAILS**	**REMARKS**
1.	Processor & Logic	Intel Core i7 Processor (8-Core 12MB cache 2.9 GHz)	Complied
2.	System Memory	8GB DDR4, 2666MHz Memory	Complied
3.	Storage Subsytem	256 GB SSD (M.2 PCIe NVMe Solid State Drive) + 1TB SATA Hard Drive	Complied
4.	Form Factor	Micro Tower	Complied
5.	Display	24" LED-Backlit LCD Monitor (Same brand as CPU) with energy star rating	Complied
6.	Graphics	Intel UHD Graphics 630 with shared graphics memory	Complied
7.	Optical Drives	Internal DVD writer	Complied
8.	Keyboard	USB Enhanced Keyboard	Complied
9	Pointing Device/Mouse	USB Optical Mouse	Complied
10.	Audio	Stereo audio system with inbuilt speakers	Complied
		2 x Audio ports: headphone and microphone	Complied
11.	Communication Interface	Integrated Gigabit Ethernet card 10/100/1000 Mbps	Complied
		802.11ac WiFi and Bluetooth	Complied
12.	I/O Interface Ports	4 x USB 3.2 Gen1 Type A ports (2 front & 2Rear)	Complied
		4 USB 2.0 (2 Front & 2 Rear)	Complied
		1 x VGA port	Complied
		1 x RJ 45 Ethernet jack	Complied
		1 x HDMI out	Complied
		Media card Reader	Complied
		Audio Combo Jack (Front)	Complied
		Line-out (Rear)	Complied
13.	Operating System	Genuine Windows 10 Professional 64 bit Pre-installed (with licensed DVD or Recovery Disks)	Complied
14.	Software	Microsoft Office Professional 2019 or later with Genuine	Complied

COMPUTERWAYS LIMITED
AFYA CENTRE
P. O. Box 11696 - 00400 NAIROBI
Tel: 0718 801 634

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		License	
		Latest Compatible Antivirus (Licensed) (Either Kaspersky, Norton or Eset NOD 32)	Complied
15.	Power Supply	220 - 240 VAC 50/60 HZ (Autosensing)	Complied
16.	Warranty	One (1) Years Warranty	Complied

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REPUBLIC OF KENYA

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part I and either Part 2 (a), 2 (b) or 2 (``c) whichever applies to your type of business.
You are advised that it is a serious offence to give false information on this Form.
Part 1 – General:

Business Name **COMPUTERWAYS LTD**.....
Location of the Premises **AFYA CENTRE, NAIROBI**.....
Plot No..... **209/676** .....Street/Road **TOM MBOYA** .....
Postal Address P.O. Box **11696 NAIROBI** .....Tel No. **3313316/2242131**.....Fax: 020-2230905.....
Nature of Business **COMPUTER SALES, ACCESSORIES , REPAIRS MAINTENANCE**
Current Trade License No.....**2020/1140724**.....**31/12/2020**.....
Registration Certificate No. **C. 75964**.....
Maximum value of business which you can handle at any time – Kshs. **200,000,000**.....
Name of your bankers **CO-OPERATIVE BANK Branch CO-OPERATIVE HOUSE**

Part 2(a) –Sole Proprietor
Your name in full .....**N/A**.....Age.....
Nationality..... Country of origin.....

- Citizenship details .....

.....

Part 2 (b) Partnership
Give details of partners as follows
Name
1.....**N/A**.....
2.....
3.....
4.....
5.....

Part 2 (c) – Registered Company
Private or Public..... **PRIVATE**.....
State the nominal and issued capital company-
Nominal Kshs... **100,000**.....
Issued Kshs....**100,000**.....

Given details of directors as follows

Name	Nationality	Citizenship Details	Shares
1. **JAMES M MUTHAKA**.....	**KENYAN**.....	**BY BIRTH**.....	**99%**....
2. **PHYLLIS N MUTURI**	**KENYAN**.....	**BY BIRTH**.....	**1%**....
3.			
4.			
5.			

Date 14th October, 2020.....Signature of Candidate .....

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NAIROBI

COMPUTERWAYS LIMITED
AFYA CENTRE
P. O. Box 11696 - 00400 NAIROBI
Tel: 0718 801 634

SCHEDULE OF REQUIREMENTS

S/NO	DESCRIPTION	UNIT OF ISSUE	UNIT PRICE (Kshs)	QUANTITY (AS AND WHEN REQUIRED)
1.	HP 290 G4 MICROTOWER PC	NO	114,988.00	AWR

NB: THE GOODS COUNTRY OF ORIGIN IS HOLLAND IN NETHERLANDS

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P. O. Box 11696 - 00400 NAIROBI
Tel: 0718 801 634

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& [illegible]
P.O. [illegible]
NAIROBI

PRICE SCHEDULE FOR GOODS

Item	Description	Country of origin	Brand name	Quantity	Unit price (KSHS)
1.	HP 290 G4 MICROTOWER PC	HOLLAND - NETHERLANDS	HP	AWR	114,988.00

Signature of tenderer _____

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CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part I and either Part 2 (a), 2 (b) or 2 (``c) whichever applies to your type of business.
You are advised that it is a serious offence to give false information on this Form.
Part 1 – General:

Business Name **COMPUTERWAYS LTD**.....
Location of the Premises **AFYA CENTRE, NAIROBI**.....
Plot No..... **209/676** .....Street/Road **TOM MBOYA** .....
Postal Address P.O. Box **11696 NAIROBI** .....Tel No. **3313316/2242131**.....Fax: 020-2230905.....
Nature of Business **COMPUTER SALES, ACCESSORIES , REPAIRS MAINTENANCE**
Current Trade License
No.....**2020/1140724**.....**31/12/2020**.....
Registration Certificate No. **C. 75964**.....
Maximum value of business which you can handle at any time – Kshs. **200,000,000**.....
Name of your bankers **CO-OPERATIVE BANK Branch CO-OPERATIVE HOUSE**

Part 2(a) –Sole Proprietor
Your name in full .....**N/A**.....Age.....
Nationality..... Country of origin.....

- Citizenship details .....

.....

Part 2 (b) Partnership
Give details of partners as follows
Name
1.....**N/A**.....
2.....
3.....
4.....
5.....

Part 2 (c) – Registered Company
Private or Public..... **PRIVATE**.....
State the nominal and issued capital company-
Nominal Kshs... **100,000**.....
Issued Kshs....**100,000**.....

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Given details of directors as follows

Name	Nationality	Citizenship Details	Shares
1. **JAMES M MUTHAKA**	**KENYAN**	**BY BIRTH**	**99%**
2. **PHYLLIS N MUTURI**	**KENYAN**	**BY BIRTH**	**1%**
3.			
4.			
5.			

Date 14th October, 2020.....Signature of Candidate .....

COMPUTERWAYS LIMITED
AFYA CENTRE
P. O. Box 11696 - 00400 NAIROBI
Tel: 0718 801 634

FORM OF TENDER

To: THE PRINCIPAL SECRETARY,
STATE DEPARTMENT OF ICT,
P.O. BOX 30025-00100,
NAIROBI

Date: **14TH OCTOBER, 2020**

D 14/10/2020

Tender No: **MOICT/SDICT/030/2020-2021**

ITEM DESCRIPTION: **SUPPLY AND DELIVERY OF DESKTOP COMPUTER TYPE 5, AS AND WHEN REQUIRED, FOR FINANCIAL YEARS 2020/2021 AND 2021/2022**

Sir/Madam,

Having examined the Tender documents including Addenda Nos. **N/A**, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver DESKTOP COMPUTER TYPE 5, AS AND WHEN REQUIRED, FOR FINANCIAL YEARS 2020/2021 AND 2021/2022 in conformity with the said Tender documents for the sum of ONE HUNDRED AND FOURTEEN THOUSAND NINE HUNDRED AND EIGHTY EIGHT SHILLINGS ONLY. (KSHS. 114,988.00) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Schedule of Requirements. If our Tender is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Tender documents.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13.1 of the ITT, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process. Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

PRINCIPAL SECRETARY
MINISTRY OF INFORMATION COMMUNICATIONS
AND TECHNOLOGY
P.O. BOX 30025 - 00100,
NAIROBI

COMPUTERWAYS LIMITED
AFYA CENTRE
P. O. Box 11696 - 00400 NAIROBI
Tel: 0718 801 634

We understand that you are not bound to accept the lowest or any Tender you may receive. We certify/confirm that we comply with the eligibility requirements as per ITT Clause 2.1.1 of the Tender documents

Dated this **14TH** day of **OCTOBER** 2020.

JERRY ONYIMBO OBURE		**HEAD OF SALES**
(Name)	(Signature)	(In the capacity of)

Duly authorized to sign Tender for and on behalf of **COMPUTERWAYS LTD**

COMPUTERWAYS LIMITED
AFYA CENTRE
P. O. Box 11[illegible] - [illegible] NAIROBI
Tel: 0718 801 634

PRINCIPAL SECRETARY
MINISTRY OF [illegible] COMMUNICATIONS
& [illegible]
P. O. BOX [illegible] - 00100,
NAIROBI

REPUBLIC OF KENYA
MINISTRY OF ICT, INNOVATION AND YOUTH AFFAIRS
STATE DEPARTMENT OF ICT AND INNOVATION

Telephone Nairobi 4920000
Telegrams: "Telposta", Nairobi
When replying please quote

Telposta Towers
P.O. Box 30025
NAIROBI

MICT/A/10/3 VOL. L

4th January 2021

The Managing Director
M/s Computerways Ltd
P.O. Box 11696-00400
Nairobi

RE: NO: NOTIFICATION FOR AN AWARD FOR TENDER NO: MOICT/SDICT/030/2020-2021

The above subject matter refers.

This is to notify you that the Tender No: MOICT/SDICT/030/2020-2021 for supply and delivery of Desktop Computer Type 5, has been awarded to your Company at a unit cost of Kshs One Hundred and Fourteen Thousand and Nine Hundred and Eighty-Eight Shillings only (114,988.00)

The contract will run for a period of two (2 No) years from the date of contract signing.

Please acknowledge receipt of this letter of notification signifying your acceptance within fourteen (14 No.) days from the date of this letter. The contract shall be signed by the parties within 30 days but not earlier than 14 days from the date of the letter.

You may contact the undersigned on the subject matter of this letter for any further clarification that you may find necessary. During contract signing you will be required to bring a witness and your company seal/stamp.

Jerome Ochieng, CBS
PRINCIPAL SECRETARY

PRINCIPAL SECRETARY
MINISTRY OF ICT, INNOVATION AND YOUTH AFFAIRS
NAIROBI

COMPUTERWAYS LTD.

The Eight Dimension Computer Company

Dealers in: All IT Solutions including Wireless Networks, Structured Networks, Software & Maintenance
Afya Centre, 11th Floor, Tom Mboya St. NAIROBI, P.O. Box 11696 - 00400, Nairobi. Mobile: 0718 801634
Office line:+254 (20) 3313316, Tel: +254 (20) 2230905. E-mail: info@computerways.co.ke Website: www.computerways.co.ke

Apollo
T.N.A
14/1/2021

7th January, 2021

Principal Secretary
Ministry of ICT, Innovation and Youth Affairs
State Department of ICT and Innovation
P.O Box 30025-00100
NAIROBI

Dear Sirs,

RE: TENDER NO. MOICT/SDICT/030/2020-2021 FOR SUPPLY AND DELIVERY OF DESKTOP COMPUTER TYPE 5

We refer to your letter **MICT/A/10/3 VOL.L** of 4th January 2021 and to the said Tender and are delighted that we have been awarded this tender.
This is to acknowledge receipt of your letter of award and to confirm our unconditional acceptance of your offer and our willingness to enter into contract with the ministry of ICT.

Assuring you of our attention at all times.

PRINCIPAL SECRETARY
MINISTRY OF INFORMATION COMMUNICATIONS
& TECHNOLOGY
P. O. BOX 30025 - 00100,
NAIROBI

Yours faithfully
FOR COMPUTERWAYS LTD

BEN BEYO
GENERAL MANAGER

COMPUTERWAYS LIMITED
AFYA CENTRE
P. O. Box 11696 – 00400 NAIROBI
Tel: 0718 801 634

STATE DEPARTMENT OF ICT & INNOVATION
RECEIVED
12 JAN 2021
HEAD OF SUPPLY CHAIN MANAGEMENT SERVICES
P.O. Box 30025 - 00100, NAIROBI

Microsoft CERTIFIED Partner APC Legendary Reliability Cisco Systems EPSON hp DELL SIEMON lenovo
QUALITY AT THE BEST PRICE