REPUBLIC OF KENYA

MINISTRY OF INFORMATION COMMUNICATION

TECHNOLOGY INNOVATION AND YOUTH AFFAIRS.

STATE DEPARTMENT FOR ICT

CONTRACT AGREEMENT

CONTRACT NO. MOICT/SDICT / 032 / 2020 - 2021

DATE:..9...../.....04...../ 2021.

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

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SECTION I. FRAMEWORK AGREEMENT

THIS FRAMEWORK AGREEMENT, [hereinafter called "**the Agreement**] is entered into this 9th **day of** April **2021** by and between the **Ministry of Information, Communications and Technology Innovation and Youth Affairs, (State Department of ICT)** whose registered office is situated at **Telposta Towers, Kenyatta Avenue, P. O. Box 30025 – 00100, Nairobi** [hereinafter called "the Procuring Entity/Client/Buyer"] of the one part and **M/S COMPUTERWAYS LIMITED P.O BOX 11696 - 00400,NAIROBI** [hereinafter called "the Supplier/Service Provider", on the other part:

The Procuring Entity and the Supplier are herein referred to as a "**Party**," or collectively the "**Parties**."

WHEREAS

(a) The Procuring Entity conducted a public procurement procedure and selected the Supplier (s) in order to enter into agreement for the supply of goods and/or services for a period of 1 year effective from the date of this agreement; with an option to renew for a further period of one (1) year

(b) The Supplier participated in the public procurement procedure competing for the award of the agreement and was therefore selected the successful bidder for the following ICT equipment;

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(a) The Supplier shall supply the goods and/or services in accordance with the provisions of the agreement; and

(b) The Procuring Entity shall make payments to the Supplier in accordance with the provisions of the agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be signed in their respective names as of the date hereunder written.

Full Name: **Mr. Jerome Ochieng, CBS**
for the Procuring Entity
Title: - For: **Principal Secretary**
Signature: _____
Date: 9/04/2021

Full Name: BEN BETO
for the Tenderer [Client]
Title: - **Director**
ID/No. 0300 849
Signature _____
Date 9/4/2021

In the presence of (witnesses):

Full Name: **-Andrew M. Nyamwamu.**
Title: - **Head Supply Chain Management Services**
Signature: _____
Date: 9/04/2021

Full Name: JERRY ONYIMBO OBENE
Title: HEAD OF SALES
ID/No.: 22171325
Signature: _____
Date: 9/4/2021

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• **Buyer", client"**	means the procuring entity which issued an ITT and conducted public procurement procedures, and therefore who signs this agreement with the Supplier;
• **"Supplier, service provider"**	means the bidder who responded to the ITT and participated in the public procurement procedures conducted by the procuring entity and who was selected as the successful bidder, and therefore signed this agreement with the Buyer
• **"Framework Agreement"**	means this agreement between the Buyer and the Supplier;
• **"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
• **"Good Industry Practice"**	means standards, practices, methods and procedures conforming to the law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances
• **"Goods and/or Services"**	means either the goods or the services or both to be supplied as it has been specified in the bidding document and in accordance with the call-off contract/purchase order made by the Buyer. Services also mean consulting services.

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- **"Regulatory Bodies"** means those government departments and regulatory, statutory and other entities which are entitled to regulate, investigate, or influence the matters dealt with in this agreement or any other affairs of the Buyer

- **"Staff"** means all persons employed by the Supplier together with the Supplier's servants, agents, suppliers and sub-contractors used in the performance of his obligations under this agreement or purchase order

- **"Standard Goods and Services"** means the goods and/or services competed for by the Supplier as they were specified in the bidding document and herein, and that shall be the subject of the purchase order;

- **"Tender"** means the bid submitted by the Supplier to the Buyer for the purpose of competing for and entering into this agreement

- **"Term of the agreement"** means the period commencing on the commencement date and which may expire at the end of the first, or the second from the commencement date or on earlier termination of any kind of this agreement;

- **"Days"** means calendar day unless otherwise provided

- **"Year"** means a calendar year

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3. INTERPRETATION

3.1 Words importing the singular meaning include also, where the context so admits, the plural meaning and vice-versa;

3.2. Words importing the masculine include also the feminine;

3.3 The words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";

7. CHANGE IN SPECIFICATIONS OF GOODS AND/OR SERVICES

7.1 During the term of the agreement the Buyer may change some of specifications of goods and/or of services to be supplied without substantially changing their nature. Whenever there is a change to some specifications of goods and/or services, parties shall amend special conditions of the agreement regarding technical specifications/service level agreement and match the requirements with the current changes.

8. PRICES FOR GOODS AND/OR SERVICES

8.1 Prices for goods and/or services shall base on unit prices quoted by the Supplier in his bid.

8.2 Unit prices may be adjusted in accordance with the provisions of public procurement regulations on conditions and procedures for price adjustment.

9. ORDERING GOODS AND/OR SERVICES

9.1 The Supplier acknowledges that there is no irreversible obligation for the Buyer or other Buyers to purchase from him during the term of this agreement, goods and/or services shall be ordered depending on the need of the buyer(s) and estimated quantity to be supplied shall be **specified in special conditions of the agreement**. However, the Supplier shall have no right to claim for being awarded the whole estimated quantity of goods and/or scope of services herein. No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by the Buyer and/or any other Buyers in respect of the Unit Prices or the value of the goods and/or services to be ordered by them pursuant to this agreement and the Supplier acknowledges and agrees that it has not entered into this agreement on the basis of any such undertaking

9.2 Unless the goods and/or services are not available to the Supplier, the Buyer and/or other Buyers shall not order them from other suppliers other than the Supplier. However, for more efficiency and value for money reasons, if the Buyer wants to procure from the Supplier(s) other than the Supplier he shall do it with prior notification to the latter.

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.

13. MODALITIES OF SUPPLY

13.1 The supplier shall supply in accordance with the purchase orders issued by the buyer or any other buyers following the requirements of this agreement.

13.4 The goods and/or services provided shall be supplied in accordance with the Buyer's specifications as set out in the agreement.

13.5 Timely supply of the goods and/or services shall be of the essence in performance of the agreement.

13.6 The Supplier shall at all times comply with the quality standards, and where applicable shall maintain accreditation with the relevant quality standards' authorisation body. To the extent that the standard of services has not been specified in the agreement the Supplier shall agree the relevant standard of the services with the Buyer prior to the supply of the services and in any event, the Supplier shall perform its obligations under the agreement in accordance with the law and good industry practice.

14. **TRANSFER AND SUB-CONTRACTING**

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14.1 The agreement is personal to the Supplier and shall not be assigned, novated or otherwise disposed in whole or in part without the previous consent in writing of the Buyer, where possible. The Supplier shall not be entitled to sub-contract any of its rights or obligations under this agreement without the prior written consent of the Buyer.

14.2 However, for the purpose of executing the agreement, the Supplier may source goods and/or services from other suppliers or seek for any other support from them but in all

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

17. PERFORMANCE SECURITY

17.1 Before the commencement date the Supplier shall provide a performance security covering the performance of his obligations.

17.2 Determination of the value of the performance security shall base on the value of estimated purchase orders. It shall be 10% of the value of the estimated purchase orders.

18. INSPECTION OF THE GOODS AND/OR SERVICES AND REMEDIES FOR DEFECTS

18.1 The Buyer or its authorised representatives may inspect or test the goods/services either complete or in the process of manufacture/provision on reasonable notice at the Supplier's premises and the Supplier shall provide all reasonable assistance in relation to any such inspection or test free of charge.

18.2 The issuance by the Buyer of a receipt note for the goods shall not constitute any acknowledgement of the condition, quantity or nature of those goods. No failure to make a complaint at the time of any such inspection or test and no approval given during or after such inspection or test shall constitute a waiver by the Buyer of any rights or remedies in respect of the goods and the Buyer reserves the right to reject the goods once it is discovered that they do not meet the requirements or good industry practices and standards. Any goods rejected or returned by the Buyer shall be returned to the Supplier at the Supplier's risk and expense.

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.

20.3 The Supplier shall ensure that prices he quoted include all the expenses required, taxes and duties, levies applicable, except when they are expressly excluded or exempted by a specific law.

20.4 The Supplier shall not suspend the supply of goods or delivery of services, unless he is entitled to terminate the contract under the clause of termination on default for failure to pay undisputed sums of money.

21. RECOVERY OF SUMS DUE

21.1 Wherever under the agreement any sum of money is recoverable from or payable by the Supplier including any sum which the Supplier is liable to pay to the Buyer in respect of any breach of the agreement, the Buyer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier under the contract or under any other agreement or contract with the Buyer.

22. CONTRACTUAL LIABILITY

22.1 In case a central procuring entity enters into an agreement on behalf of other procuring entities, the Supplier acknowledges that each Buyer shall be independently responsible for the conduct of its issuance of purchase orders. The Buyer (central procuring entity) shall

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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.

25. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

25.1 The Supplier shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Buyer, or any other public body or person employed by the Buyer, any gift or consideration of any kind which could act as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to this agreement, or the purchase order,

25.2 If the Supplier, its staff or any person acting on the Supplier's behalf, engages in conducts prohibited by the preceding clause or commits any offence or violation, the Buyer may recover in full from the Supplier who shall indemnify him for any other loss he (Buyer) shall have sustained in consequence of any breach of this clause, whether or not the agreement has been terminated.

26. TERMINATION

26.1 Termination for Default

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26.1.1 The Buyer may terminate this agreement by serving written notice on the Supplier with effect from the date specified in special conditions of the agreement when:

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 or by any other Buyer (s) who may have ordered them but if and only if they meet required specifications or service level agreement.

27. CONSEQUENCES OF TERMINATION AND EXPIRY

27.1 Notwithstanding the service of a notice to terminate the agreement, the Supplier shall continue to fulfil his obligations under the agreement until the date of its expiry or termination or until another date that may be agreed upon by parties in writing.

27.2 Termination or expiry of the agreement shall not cause any outstanding purchase order to terminate automatically. For the avoidance of doubt, all outstanding purchase orders shall remain in force unless and until they are terminated or expire in accordance with their own terms or unless the notice for termination of the agreement states that it is also to constitute notice terminating all purchase orders between the Buyer (s) and the Supplier.

27.3 Within a time period to be stipulated in special conditions of the agreement, where applicable the Supplier shall return to the Buyer any data and confidential information belonging to the latter in his (Supplier) possession, power or control, either in its then current format or in a format nominated by the Buyer (in which event the Buyer will reimburse the Supplier's reasonable data conversion expenses), together with other related documentation, and any other information and all copies thereof owned by the Supplier.

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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.

32. SEVERABILITY

Invalidity of one or more provisions of this agreement shall not invalidate any other provisions or the agreement as a whole. The invalid provision shall be replaced by such valid provision which comes closest to the intent and purpose of the parties.

33. COUNTERPARTS

This agreement is executed in two (2) counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement.

34. LIMITATION OF LIABILITY

The liability of the Procuring Entity to the Supplier is limited to the amount of the Purchase Order.

35. ENTRY INTO FORCE

The agreement shall come into force on the date of signature by both parties.

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GCC 26.1.2	The Buyer may terminate the contract within thirty (30) days.
GCC 26.2.1	The Buyer may terminate the contract within thirty (30) days.
GCC 26.3.1	The Buyer may terminate the contract within thirty (30) days.
GCC 26.4.1	The Buyer may terminate the contract within thirty (30) days.
GCC 27.3	The Supplier shall return data or confidential information to the Buyer within seven (7) days.
GCC 29.2	The address for the Buyer is the office of the Principal Secretary, Ministry of Information, Communications Technology Innovation and Youth Affairs, (State Department of ICT) 10th Floor, Telposta Towers, Kenyatta Avenue, P. O. Box 30025 – 00100, Nairobi The address for the Supplier is **P.O BOX 11696 - 00400,** NAIROBI. Any notice, request, instruction or other document to be given hereunder by any party to the other will be in writing and will be deemed to have been duly given (a) on the date of delivery if delivered personally, or by facsimile, upon confirmation of receipt, or (b) on the second business day following the date of dispatch if delivered by a recognized next day courier service. All notices hereunder shall be delivered as set forth in Item 8 of Schedule A hereto, or pursuant to such other instructions as may be designated in writing by the party to receive such notice.
GCC 30.1	shall meet in order to try and resolve the dispute within 14 days

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DESKTOP COMPUTER TYPE 9			
	FEATURE	DETAILS	REMARKS
1.	Processor & Logic	Intel Core i7 Processor (8-Core 16MB cache 2.9 GHz)	Complied
2.	System Memory	16GB DDR4, 2933MHz Memory Storage Acceleration 16 GB Intel Optane	Complied
3.	Storage Subsytem	1 TB M.2 SSD	Complied
4.	Form Factor	Tower	Complied
5.	Display	24" LED-Backlit Monitor (Same brand as CPU) with energy star rating	Complied
6.	Graphics	NVIDIA GeForce GT 730 2GB GDDR5	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
		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	2 x USB 3.2 Gen 2 Type-A (front and rear)	Complied
		1 x USB 2.0 port with power share(front)	Complied
		3 x USB 3.2 Gen1 Type A (Rear)	Complied
		1 x USB 2.0 port (front)	Complied
		2 x USB 2.0 port with Smart power on (rear)	Complied
		1 x HDMI port	Complied
		1 x RJ 45 Ethernet jack	Complied

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		1 x Display port 1.2	Complied
		Media card Reader	Complied
		Universal audio 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 License	Complied
		Latest Compatible Antivirus (Licensed) (Either Kaspersky, Norton or Eset NOD 32)33	Complied
15.	Power Supply	220 - 240 VAC 50/60 HZ (Autosensing)	Complied
16.	Warranty	One (1) Years Warranty	Complied

COMPUTER [illegible] LIMITED
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P. O. Box 11698 – 00400 NAIROBI
Tel: 0718 801 634

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

FORM OF TENDER

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

Date: **14TH OCTOBER, 2020**

Tender No: **MOICT/SDICT/032/2020-2021**

ITEM DESCRIPTION: **SUPPLY AND DELIVERY OF DESKTOP COMPUTER TYPE 9, 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 9, 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 FIFTY THOUSAND, SEVEN HUNDRED AND NINETY SHILLINGS ONLY. (KSHS. 150,790.00) 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.

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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 PRODESK 600 G6 MICROTOWER PC	NO	150,790.00	AWR

NB: THE GOODS COUNTRY OF ORIGIN IS HOLLAND IN NETHERLANDS

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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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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

25th March, 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/032/2020-2021

The above subject matter refers.

This is to notify you that the Tender No: MOICT/SDICT/032/2020-2021 for supply and delivery of Desktop Computer Type 9, has been awarded to your Company at a unit cost of Kshs One Hundred and Fifty Thousand, Seven Hundred and Ninety Shillings only (150,790.00)

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

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 301 634
Office line: +254 (20) 3313316, Tel: +254 (20) 2230905. E-mail: info@computerways.co.ke Website: www.computerways.co.ke

Apollo
Deal.
30/03/2021.

29th March ,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/032/2020-2021 FOR SUPPLY AND DELIVERY OF DESKTOP COMPUTER TYPE 9

We refer to your letter **MICT/A/10/3 VOL.L** of 25th March, 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
Tel: 0718 301 634
29 MAR 2021
P.O. Box 11696 - 00400 NAIROBI

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

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