REPUBLIC OF KENYA

MINISTRY OF INFORMATION COMMUNICATION

TECHNOLOGY INNOVATION AND YOUTH AFFAIRS.

STATE DEPARTMENT FOR ICT

CONTRACT AGREEMENT

CONTRACT NO. MOICT/SDICT /054 /2020 - 2021

DATE...29/..12../ 2021.

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& 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 29th **day of** January **...2020** 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 MEGAPLUS AFRICA LIMITED P.O BOX 14928 - 00800,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

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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:
   (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: 29/01/2021

Full Name: ERIC OWINO OMONDI

for the Tenderer [Client]

Title: - **Director**

ID/No. 22959624

Signature _____

Date 29/01/2021

In the presence of (witnesses):

Full Name: - ANDREW M. NYAMWAMU

Title: - **Head Supply Chain Management Services**

Signature: _____

Date: 29/01/2021

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Full Name: JOHN OCHIAMBO OPONDO

Title: SALES MANAGER

ID/No.: 13697022

Signature: _____

Date: 29/01/2021

MEGAPLUS AFRICA LTD.
P. O. Box 14928-00800, NAIROBI
Tel: 020 - 374 - 4418
www.megaplus.co.ke

- **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

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;

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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.

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

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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.

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**

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

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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

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

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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.

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.

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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.

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.

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(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 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.

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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.

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.

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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 30.1	shall meet in order to try and resolve the dispute within 14 days
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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8.1 FORM OF TENDER

To: ***Ministry of Information, Communications and Telecommunication***

P.O Box 30025-00100,

Nairobi Kenya

Date: ***14-10-2020***

Tender No.: ***[MOICT/SDICT/054/2020-2021]***

Item Description: **TYPE 3 Line Interactive UPS -1500**

VA

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 of **TYPE 3 Line Interactive UPS -1500 VA** in conformity with the said Tender documents for the sum of **THIRTY SIX THOUSAND FIVE HUNDRED KENYA SHILLINGS ONLY** 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.

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** 20 **20**.

(Name)

[Signature]

SALES EXECUTIVE

[In the capacity of]

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

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15/10/2020

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SECTION VI - SCHEDULE OF REQUIREMENTS

S/NO	DESCRIPTION	UNIT OF ISSUE	UNIT PRICE (Kshs)	QUANTITY (AS AND WHEN REQUIRED)
1.	**APC Easy UPS SMV 1500VA, Universal Outlet, 230V SMV1500AI-MS**	NO	**36,500.00**	AWR

SECTION VII - PRICE SCHEDULE FOR GOODS

Item	Description	Country of origin	Brand name	Quantity	Unit price
1.	**APC Easy UPS SMV 1500VA, Universal Outlet, 230V SMV1500AI-MS**	**USA**	**APC**	AWR	**36,500.00**

Signature of tenderer_____ **SECTION**

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echnical Specifications

S Models	SMV750I SMV750I-GR SMV750I-MS	SMV1000I SMV1000I-GR SMV1000I-MS	SMV1500AI SMV1500AI-GR SMV1500AI-MS
put			
wer Capacity	525 W / 750 VA	700 W / 1000 VA	1050 W / 1500 VA
minal Output Voltage	230 VAC		
put Frequency Range tt. Mode)	50 Hz or 60 Hz ± 1 Hz		
ology and output veform	Line Interactive; sine wave		
nsfer Time	2 – 6 ms, Typical		
put Connections	(6) IEC C13 or (4) Schuko or (4) Universal		
ut			
ut Voltage	220 - 240 VAC		
ut Frequency	50/60 Hz (auto sensing) ±1Hz		
ut Voltage Range	165-290 Vac±5Vac		
ut Connection	IEC C14		
teries			
tery Type	Maintenance-free sealed lead-acid battery		
ical recharge time	4-6 hours recover to 90% capacity		
Load Runtime (min)	> 2 Mins 30 Secs	> 2 Mins 30 Secs	> 2 Mins 30 Secs
tery Connector	Yes		
mmunication and nagement			
B Port	Supports Windows® 2000/2003/XP/Vista/2008/7		
-232	Yes		
D Display	AC Mode, AVR Mode, Battery Mode, Battery Level, Load Level, Input Voltage, Output Voltage, System Error, Battery Malfunction		
sical			
ension DxWxH(mm)	410*160*220		
ght (kgs)	13.6	13.6	17.8
rformance			
ulatory	CE		
rranty	2 years		

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Technical Specifications

PS Models	SMV2000AI SMV2000AI-GR SMV2000AI-MS	SMV3000AI SMV3000AI-GR SMV3000AI-MS
utput		
ower Capacity	1400 W / 2000 VA	2100 W / 3000 VA
ominal Output Voltage	230	
utput Frequency Range (Batt. Mode)	50 Hz or 60 Hz ± 1 Hz	
opology and output waveform	Line Interactive; sine wave	
ransfer Time	2 – 6ms, Typical	
utput Connections	(6) IEC C13 or (4) Schuko or (6) Universal	
put		
ominal Input Voltage	220 - 240 VAC	
put Frequency	50/60 Hz (auto sensing) ±1Hz	
put Voltage Range	165-295 Vac±8Vac	
put Connection	IEC C14	IEC C20
atteries		
attery Type	Maintenance-free sealed lead-acid battery	
ypical recharge time	4-6 hours recover to 90% capacity	
ull Load Runtime (min)	> 2 Mins 30 Secs	> 2 Mins 30 Secs
attery Connector	Yes	
ommunication and management		
SB Ports	Supports Windows® 2000/2003/XP/Vista/2008/7	
S-232	Yes	
CD Display	AC Mode, AVR Mode, Battery Mode, Battery Level, Load Level, Input Voltage, Output Voltage, System Error, Battery Malfunction	
hysical		
imension DxWxH(mm)	455*180*240	
eight (kgs)	26.9	28.9
onformance		
egulatory	CE	
arranty	2 years	

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MEGAPLUS RESPONSE TO TECHNICAL COMPLIANCE

TYPE 3 Line Interactive UPS -1500 VA		
MOICT REQUIREMENTS	**MEGAPLUS RESPONSE**	**REMARKS**
Output Power Capacity 1050 W / 1500 VA Nominal Output Voltage 230 VAC Output Frequency Range (Batt. Mode) 50 Hz or 60 Hz ± 1 Hz Topology and output waveform Line Interactive; sine wave Transfer Time 2 – 6 ms, Typical Output Connections (6) IEC C13 Input Input Voltage C 220 - 240 VA Input Frequency 50/60 Hz (auto sensing) ±1Hz Input Voltage Range 165-290 Vac±5Vac Input Connection IEC C14 Batteries Battery Type Maintenance-free sealed lead-acid battery Typical recharge time 4-6 hours recover to 90% capacity Full Load Runtime (min) > 2 Mins 30 Secs Battery Connector Yes Communication and management USB Port To Support Windows® 2000/2003/XP/Vista/2008/7/8/10 RS-232 Standard LCD Display AC Mode, AVR Mode, Battery Mode, Battery Level, Load Level, Input Voltage, Output Voltage, System Error, Battery Malfunction Conformance Regulatory CE Form Tower	**APC SMV1500AI-MS** Output Power Capacity 1050 W / 1500 VA Nominal Output Voltage 230 VAC Output Frequency Range (Batt. Mode) 50 Hz or 60 Hz ± 1 Hz Topology and output waveform Line Interactive; sine wave Transfer Time 2 – 6 ms, Typical Output Connections (6) IEC C13 Input Input Voltage C 220 - 240 VA Input Frequency 50/60 Hz (auto sensing) ±1Hz Input Voltage Range 165-290 Vac±5Vac Input Connection IEC C14 Batteries Battery Type Maintenance-free sealed lead-acid battery Typical recharge time 4-6 hours recover to 90% capacity Full Load Runtime (min) > 2 Mins 30 Secs Battery Connector Yes Communication and management USB Port To Support Windows® 2000/2003/XP/Vista/2008/7/8/10 RS-232 Standard LCD Display AC Mode, AVR Mode, Battery Mode, Battery Level, Load Level, Input Voltage, Output Voltage, System Error, Battery Malfunction Conformance Regulatory CE Form Tower	**COMPLIED**

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MEGAPLUS RESPONSE TO TECHNICAL COMPLIANCE

	Cables Power cable and output receptacle cables (as per no. above) Packaging CD Manual, Main unit, Power cable, Setup guide Warranty Two (2) Years warranty, On-site service	Cables Power cable and output receptacle cables (as per no. above) Packaging CD Manual, Main unit, Power cable, Setup guide Warranty Two (2) Years warranty, On-site service	

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2. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business
You are advised that it is a serious offence to give false information on this form

Part I – General:

Business Name.....**MEGAPLUS AFRICA LIMITED**.....
Location of business premises...**5TH FLOOR MUTHITHI ROAD**.....
Plot No.....**209/1006/5**..... Street/Road ...**MUTHITHI ROAD**.....
Postal Address ...**P.o Box 14928 -00800 NAIROBI**.. Tel No. ...**0203744418**. Fax .....N/A.....
E mail...**inquiry@megaplus.co.ke**...
Nature of Business.....**ICT SOLUTIONS PROVIDER**.....
Registration Certificate No. .....**CPR/2012/78023**.....
Maximum value of business which you can handle at any one time – **Kshs. 150,000,000**.....
Name of your bankers...**M-ORIENTAL COMMERCIAL BANK LTD**. Branch ...**WESTLANDS**.....

Part 2 (a) – Sole Proprietor

Your name in full .....**N/A**..... Age .....

City ..... Country of origin .....
Citizenship details

Part 2 (b) Partnership
Given details of partners as follows:

	Name	Nationality	Citizenship Details	Shares
1.	.....**N/A**.....			
2.	.....			
3.	.....			

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

4. .....
.....

Part 2 (c) – Registered Company

Private or Public
.....**PRIVATE**.....

State the nominal and issued capital of company-
Nominal Kshs. ...**100,000**.....
Issued Kshs. .....**1,000**.....
Given details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1	SYED MUHAMMAD ASIM BOKHARI	PAKISTAN	BIRTH	55%
2	SYED MUHAMMAD RASHID BUKHARI	PAKISTAN	BIRTH	40%
3	ADNAN KAREEM	PAKISTAN	BIRTH	5%

Date ...14/10/2020..... Signature of Candidate
.....

- If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or
Registration.

PRINCIPAL SECRETARY
MINISTRY OF INFORMATION, COMMUNICATIONS
& TECHNOLOGY
P. O. BOX 30025 - 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 Mega plus Africa Ltd
P. O. Box 14928-00800
Nairobi

RE: NO: NOTIFICATION FOR AN AWARD FOR TENDER NO: MOICT/SDICT/054/2020-2021

The above subject matter refers.

This is to notify you that the Tender No: MOICT/SDICT/054/2020-2021 for supply and delivery of Ups Type 3-Line Interactive UPS 1500VA, has been awarded to your Company at a unit cost of Kshs, Thirty Six Thousand Five Hundred Shillings only (36,500.00).

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

MEGAPLUS DELL Business Partner VIRDI

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

Megaplus Africa Limited
Office: 5th Floor - Vision Tower
Muthithi Road, Westlands
P.O. Box: 14928-00800
Nairobi, Kenya
Tel: +254 (0) 20 3744418
+254 (0) 20 5223372
Mobile:0721857210
Email: inquiry@megaplus.co.ke

Our Ref: MAL/02/21

14TH January 2021

MINISTRY OF ICT, INNOVATION AND YOUTH AFFAIRS
STATE DEPARTMENT OF ICT AND INNOVATION
P.O.BOX 30025 – NAIROBI, KENYA.

Apollo T.N.A 14/1/2021

Dear Sir/Madam,

RE: ACCEPTANCE LETTER FOR TENDER NO: MOICT/SDICT/054/2020- 2021 FOR SUPPLY AND DELIVERY OF UPS TYPE 3 – LINE INTERACTIVE UPS 1500VA

We acknowledge with thanks receipt of your Letter of Notification of Award for

REF: MOICT/SDICT/054/2020- 2021 FOR SUPPLY AND DELIVERY OF UPS TYPE 3– LINE INTERACTIVE UPS 1500VA

We hereby confirm our acceptance and willingness to execute the Supply and Delivery.

Do not hesitate to contact the undersigned in case of any pertinent information.

We truly value your support whilst re-assuring you of our undivided attention at all times.

Yours faithfully,
For, MEGAPLUS AFRICA LTD.

ERIC HUMPHREY OMONDI
COUNTRY MANAGER

STATE DEPARTMENT OF ICT & INNOVATION
RECEIVED
14 JAN 2021
035
HEAD OF SUPPLY CHAIN MANAGEMENT SERVICES
P. O. Box 30025 - 00100, NAIROBI