REPUBLIC OF KENYA

MINISTRY OF INFORMATION COMMUNICATION

TECHNOLOGY INNOVATION AND YOUTH AFFAIRS.

STATE DEPARTMENT FOR ICT

CONTRACT AGREEMENT

CONTRACT NO. MOICT/SDICT /230 /2020 - 2021

DATE:...9.../...4.../.2021.

29. NOTICES 22
30. DISPUTE RESOLUTION 23
31. LAW AND JURISDICTION 23
32. **SEVERABILITY** 23
33. **COUNTERPARTS** 23
34. **LIMITATION OF LIABILITY** 23
35. **ENTRY INTO FORCE** 24
SECTION III. SPECIAL CONDITIONS OF FRAMEWORK AGREEMENT 24

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 XRX TECHNOLOGIES P.O BOX 27346 - 00100, 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;

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: 9/4/2021

Full Name: Lucy NJuroge
for the Tenderer [Client]
Title: - **Director**
ID/No. 9552228
XRX TECHNOLOGIES LTD.
P. O. Box 27346 - 00100
NAIROBI, KENYA
Signature _____
Date 9/4/2021

In the presence of (witnesses):

Full Name: **- Andrew M. Nyamwamu**

Title: - **Head Supply Chain Management Services**
Signature: _____
Date: 9/4/2021.

Full Name: Karanja Kinuthi
Title: Sales Manager
ID/No.: 20175077
Signature: _____
Date: 9/4/2021

e)	**Buyer", client"**	means the procuring entity which issued an ITT and conducted public procurement procedures, and therefore who signs this agreement with the Supplier;
f)	**"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
g)	**"Framework Agreement"**	means this agreement between the Buyer and the Supplier;
h)	**"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
i)	**"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
j)	**"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.

t)	**"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
u)	**"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
v)	**"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;
w)	**"Tender"**	means the bid submitted by the Supplier to the Buyer for the purpose of competing for and entering into this agreement
x)	**"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;
y)	**"Days"**	means calendar day unless otherwise provided
z)	**"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;

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

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

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

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.

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.

(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.

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.

GCC 26.1.1	The Buyer may terminate the contract within thirty (30) days
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 27346 - 00100,** 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

RECOMMENDED MINIMUM SPECIFICATIONS			
TYPE 13-HIGH SPEED MONOCHROME MULTI-FUNCTIONAL PRINTER			
ITEM	REQUIREMENTS		
Make & Model		XEROX PRIMELINK B9100	REMARKS
Technology	Laser	Laser	COMPLIES
Control Panel	10" LCD WSVGA	10.4" LCD WSVGA	EXCEEDS WITH....10.4" LCD WSVGA
Duplex copying	Yes	Yes	COMPLIES
Speed	95 ppm	100 ppm	EXCEEDS WITH...100 PPM
Print Resolution	1200*1200 dpi	2400*2400 dpi	EXCEEDS WITH 2400*2400 dpi s
Memory	2.5 GB	14.6 GB	EXCEEDS WITH 14.6 GB
Processor	1.75 Ghz processor	1.75 Ghz processor	COMPLIES
Hard Disk	300 GB	320 GB	EXCEEDS WITH 320 GB
COPY FUNCTIONS			
Continous copying	Up to 9,999 copies	Up to 9,999 copies	COMPLIES
Zoom range	25% to 400%	25% to 400%	COMPLIES
SCAN FUNCTIONS			
Scan Method	Scan to USB Memory Key,Scan to Mobile device	Scan to USB Memory Key,Scan to Mobile device	COMPLIES
Speed	250 ipm (BW/CL)	270 ipm (BW/CL)	EXCEEDS WITH 270 ipm (BW/CL)
Resolution	600*600 dpi	600*600 dpi 8 Bit shades of Gray	EXCEEDS WITH 600*600 dpi 8 Bit shades of Gray
Media	Support up to 220 gsm	Support up to 350 gsm	EXCEEDS WITH upt 350 gsm
PRINT FUNCTIONS			
Operating Systems	Windows 7/8.1/10/Server 2008/Server 2008 R2/Server 2012/Server 2012 R2/Server 2016/Server 2019,MAC OS X (10.10 or later	Windows 7/8.1/10/Server 2008/Server 2008 R2/Server 2012/Server 2012 R2/Server 2016/Server 2019,MAC OS X (10.10 or later	COMPLIES WITH upto Windows 7/8.1/10/Server 2008/Server 2008 R2/Server 2012/Server 2012 R2/Server 2016/Server 2019,MAC OS X (10.10 or
Interfaces	USB 3.0,USB 2.0,1000 Bas-TX/10 Base-T,Wireless LAN (IEEE 802.11 b/g/n)	USB 3.0,USB 2.0,1000 Bas-TX/10 Base-T,Wireless LAN (IEEE 802.11 b/g/n)	COMPLIES
Max sheet size	330*487 mm	330*487 mm	COMPLIES
Min sheet size	100*148 mm	100*148 mm	COMPLIES
Supported paper weight	52 to 255 GSM	52 to 350 GSM	EXCEEDS WITH...52 to 350 GSM
Input Trays Capacity	4,100 sheets	8,050 sheets	EXCEEDS WITH 8050 sheets
Reversing Document Processor	250 sheets	250 sheets	COMPLIES
Output Tray Capacity	4,100 sheets	8,050 sheets	EXCEEDS WITH 8050 sheets
Staple Finisher	100 sheets	100 sheets	COMPLIES
Power	220-240V,50/60Hz	220-240V,50/60Hz	COMPLIES
First copy out time	2.9 sec or less	2.9 sec or less	COMPLIES
Safety	User Authentication	User Authentication	COMPLIES
Warranty	One Year	One Year	COMPLIES
Packaging	Initialization Ink Supply Units,Main Unit,Paper tray,Power cable,Quick Setup guide,User manual (CD),Warranty Documents	Initialization Ink Supply Units,Main Unit,Paper tray,Power cable,Quick Setup guide,User manual (CD),Warranty Documents	COMPLIES
Original detailed and highlighted Brochures MUST be submitted			

Prepared by:
Collins Obonyo

Account Manager
XRX Technologies Limited
17.02.2021

XRX TECHNOLOGIES LTD.
P.O. BOX 27346 - 00100
NAIROBI, KENYA

XRX
TECHNOLOGIES
Smart Solutions. Focused Expertise

HEAD OFFICE
Riverside Lane, off Riverside Drive,
P. O. Box 27346-00100
Nairobi, Kenya

Tel: +254 20 4211 000
Fax: +254 20 4441 062
Email: info@xrxtechnologies.co.ke
www.xrxtechnologies.co.ke

17/02/2021

17/02/2021

17/02/21

8.1 FORM OF TENDER

To: **MINISTRY OF ICT, INNOVATION AND YOUTH AFFAIRS**
STATE DEPARTMENT FOR ICT AND INNOVATION

Date: **17th February 2021**

Tender No: **MOICT/SDICT/230/2020-2021**

Item Description: **SUPPLY AND DELIVERY OF PRINTER TYPE 13, AS AND WHEN REQUIRED, FOR FINANCIAL YEARS 2020/2021 AND 2021/2022.**

Sir/Madam,

Having examined the Tender document including Addenda Nos. (N/A), receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and delivery of **Printer Type 13, As and when required, for financial years 2020/2021 and 2021/2022** in conformity with the said Tender documents for the sum of **KShs. One Million Seven Hundred Three Thousand Six Hundred Fifty Eight Shillings and Forty Two Cents Only.(1,703,658.42)** or such other sums as my 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 expiring of that period.

15

Mombasa Branch
Palace Complex, Ground Floor
Jiwaji Building, Off Digo Rd,
Tel: +254 782 370 938

Kisumu Branch
West End Mall, Ground Floor
Achieng' Oneko Road, Off Got Huma Road
Tel: +254 782 749134

HEAD OFFICE
Riverside Lane, off Riverside Drive,
P. O. Box 27346-00100
Nairobi, Kenya
Tel: +254 20 4211 000
Fax: +254 20 4441 062
Email: info@xrxtechnologies.co.ke
www.xrxtechnologies.co.ke

17/02/2021

17/02/2021

PRICE SCHEDULE FOR GOODS

Item	Description	Country Of Origin	Brand Name	Quantity	Unit Price (16% VAT Inclusive) Kshs.
1	Xerox Primelink B9100	United States Of America	Xerox	AWR	1,703,658.42

Signature Of tenderer _____

Date : 17.02.2021

XRX TECHNOLOGIES LTD.
P. O. Box 27346 - 00100
NAIROBI, KENYA

17/02/21

20

Mombasa Branch
Ta ac Comp.ex, Ground Floor
Jivaji Building, Off Digo Rd,
Tel:-254 732 370 938

17/02/2021

17/02/2021

Kisumu Branch
West End Mall, Ground Floor
Achieng' Oneko Road, Off Got Huma Road
Tel: +254 782 749134

PRICE SCHEDULE FOR GOODS

Item	Description	Country Of Origin	Brand Name	Quantity	Unit Price (16% VAT Inclusive) Kshs.
1	Xerox Primelink B9100	United States Of America	Xerox	AWR	1,703,658.42

Signature Of tenderer _____

Date : 17.02.2021

XRX TECHNOLOGIES LTD.
P. O. Box 27346 - 00100
NAIROBI, KENYA

17/02/2021

XRX
TECHNOLOGIES
Smart Solutions. Focused Expertise

HEAD OFFICE
Riverside Lane, off Riverside Drive,
P. O. Box 27346-00100
Nairobi, Kenya
Tel: +254 20 4211 000
Fax: +254 20 4441 062
Email: info@xrxtechnologies.co.ke
www.xrxtechnologies.co.ke

Xerox

20

XRX
TECHNOLOGIES
Smart Solutions. Focused Expertise

CONFIDENTIAL BUSINESS QUESTIONNAIRE

Part 1-General

Business Name: **XRX Technologies Limited**

Location of Business Premises: **Riverside Lane, Off Riverside Drive.**

Plot No.: .....**LR205/78**.....Street/Rd **Riverside.**

Postal Address: **27346-000100**.....Tel:...**0204211000**.....Fax:.....**020441062**.....

Email: **info@xrxtechnologies.co.ke.**

Nature of Business**: ICT Systems Integrators.**

Registration Certificate No.**C149149**

Maximum Value of Business which you can handle at any one time:**Unlimited.**

Name of your bankers: **ABSA** ....Branch: **Westlands.**

Part 2 (a)-Sole Proprietorship-N/A

Your Name in full: .....Age.....

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

Citizenship details.....

Part 2 (b) Partnership-N/A

Give details of partners as follows:

Name	Nationality	Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			

41
C.D

XRX
TECHNOLOGIES
Smart Solutions, Focused Expertise

Part 2 (c)-Registered Company

Private or Public: **Private.**

State Nominal and issued capital of the company-

Nominal Kshs.....**50,000.000.00**.....

Issued Kshs.....**50,000,000.00**..... .....

Give Details of Directors as follows:

Name	**Nationality**	**Citizenship Details**	**Shares**
1.Lucy Njoroge	Kenyan	By Birth	51.38%
2. Ngugi Kiuna	Kenyan	By Birth	41.38%
3.Henry Njoroge	Kenyan	By Birth	7.24%

Maximum value of business you can handle at any one point..... **UnLimited**

Your trade terms: **Nett 30 Days**

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date: _ _ _____*Signature of Candidate* _____

42
C.D

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

23rd March 2021

The Managing Director
M/S XRX Technologies limited
P.O 27346-00100
Nairobi

RE: NO: NOTIFICATION FOR AN AWARD FOR TENDER NO: MOICT/SDICT/230/2020-2021

The above subject matter refers.

This is to notify you that the Tender No: MOICT/SDICT/230/2020/2021 For the Supply and Delivery of Printer Type 13, has been awarded to your Company at a unit cost **of Kshs 1,703,658.42 (One Million, Seven Hundred and Three Thousand, Six Hundred and Fifty Eight and Forty Two cents only.)**

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

Apply prepare tender contract document 29/3/2021

XRX TECHNOLOGIES
Smart Solutions. Focused Expertise

HEAD OFFICE
Riverside Lane, off Riverside Drive,
P. O. Box 27346-00100
Nairobi, Kenya

Tel: +254 20 4211 000
Fax: +254 20 4441 062
Email: info@xrxtechnologies.co.ke
www.xrxtechnologies.co.ke

The Principal Secretary,

Ministry of ICT, Innovation and Youth Affairs,

State Department of ICT & Innovation

P.O BOX 30025-00100

Nairobi, Kenya

25th March 2021

Dear Sir,

MICT/A/10/3 VOL.L

RE: LETTER OF ACCEPTANCE FOR SUPPLY OF TENDER NO: MOICT/SDICT/230/2020/2021 AND DELIVERY OF PRINTER TYPE 13.

We thank you for the letter of Award notification.

We XRX technologies Limited of P.O Box 27346-00100 hereby accept your offer letter dated 23rd March 2021 for **SUPPLY AND DELIVERY OF PRINTER TYPE 13** Tender No **MOICT/SDICT/230/2020-2021** for at the total cost of **Kes 1,703,658.42 (One Million, Seven Hundred and Three Thousand, Six Hundred and Fifty Eight and Forty Two Cents .** (Inclusive of VAT) as specified in the tender document.

We commit to supply the Hardware and Services as per the terms of award and tender document. We look forward to commence the work and work together.

Yours Faithfully,

XRX TECHNOLOGIES LTD.
P. O. Box 27346 - 00100
NAIROBI, KENYA

Lucy Njoroge

Managing Director

DEPARTMENT OF ICT & INNOVATION
RECEIVED
29 MAR 2021
35
HEAD OF SUPPLY CHAIN MANAGEMENT SECTION
P. O. Box 30025 - 00100, NAIROBI

Mombasa Branch
Talab Complex, Ground Floor
Jiwaji Building, Off Digo Rd,
Tel: +254 782 370 938

Kisumu Branch
West End Mall, Ground Floor
Achieng' Oneko Road, Off Get Huma Road
Tel: +254 782 749134

xerox