

**KENYA UTALII COLLEGE**

**TENDER DOCUMENT**

**FOR  
PROVISION OF PRINTING MANAGED  
SERVICES**

**TENDER NO.KUC/02/2020/2022**

**MAY, 2020**

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## **INTRODUCTION**

- 1.1 This standard tender document for procurement of insurance services has been prepared for use by public entities in Kenya in the procurement of all types of insurance covers as per the Public Procurement and Disposal Act 2015.
- 1.2 The following general directions should be observed when using the document;
  - (a) Specific details should be furnished in the invitation to tender notice and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
  - (b) The instructions to tenderers and the General conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and appendix to instructions to tenderers respectively.
- 1.3 (a) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.
  - (c) The invitation to tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following an invitation for expression of interest for which the invitation is issued.

## SECTION I: TENDER NOTICE

Kenya Utalii College invites interested and competent eligible bidders to tender for provision of the following services for the financial year **2020-2022**

S/NO	TENDER NO	DESCRIPTION OF GOODS/SERVICES	SPECIAL CONDITION OF CONTRACT	REMARKS
1	KUC/01/2020-2022	Provision of Insurance Underwriter Services	Underwriter's Only	OPEN
2	KUC/02/2020-2022	Managed Printing Services	Bidders approved by State Department of ICT , Ministry of information Communication and Technology Circular ref MICT /A/10/3- VOL.L Framework Tender no. MOICT/SDICT/071 /2018-2019	RESTRICTED TENDER
3	KUC/03/2020-2022	Preventive Maintenance Service and repair of Computers, Printers, Photocopiers and other Office Equipment	Bidders approved by State Department of ICT , Ministry of information Communication and Technology Circular ref MICT /A/10/3- VOL.L Framework Tender no. MOICT/SDICT/070 /2018-2019	RESTRICTED TENDER

Details of these tenders can be accessed through link **supplier.treasury.go.ke** or **KUC Website** [www.utalii.ac.ke](http://www.utalii.ac.ke)

Completed Tender documents in plain sealed envelopes clearly indicating the tender number and name as indicated in the list should be addressed to:-

**The Principal & CEO**

**Kenya Utalii College**

**P O Box 31052 – 00600 Ngara**

**NAIROBI**

And should be placed in the Tender Box at the College Reception, not later than **10:00 a.m.** on the closing date **Tuesday 9 th June, 2020**. The tenders will be opened in **Madaraka Hall** at **10.15 a.m.** In the presence of tenderers/representatives who may wish to attend.

Mandatory site visit will be held on **Tuesday 2nd June, 2020** at **10.00am to 12.00 noon**.

Observe Govt. Directives on COVID-19 preventive Measures & Canvassing will lead to automatic disqualification. Report corruption issues to: [reportcorruption@utalii.ac.ke](mailto:reportcorruption@utalii.ac.ke)

**PRINCIPAL & CEO**

**KENYA UTALII COLLEGE**



**ISO 9001:2015  
Certified**



**Authorised  
Training Center**



## **CHECKLIST FOR BASIC REQUIREMENTS**

### **A. PRELIMINARY EVALUATION**

<b>NO.</b>	<b>ITEM DESCRIPTION</b>	<b>REMARKS</b>
1.	Bid Bond (Original)	<b>100,000.00 KSHS</b>
2.	Serialize your tender documents	

### **NOTE**

1. Insert bid bond between 1<sup>st</sup> and 3<sup>rd</sup> page of the Tender Document.

### **B. ATTACHMENTS REQUIRED**

<b>Preliminary</b>  1. Certificate of Registration/Incorporation 2. Valid Tax compliance certificate from KRA 3. Valid Trade License	
<b>Section F2</b>  1. Evidence of business related to tender 2. Copies of LPOs/Contracts	
<b>Section F3</b>  3. Profile CVs	

## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1. Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 66 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of Tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of Tender Document**

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
  - (ii) General Conditions of Contract
  - (iii) Special Conditions of Contract
  - (iv) Schedule of Requirements
  - (v) Details of Insurance Cover

- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.4 Clarification of Tender Documents**

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

## **2.5 Amendment of Tender Documents**

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.



## **2.6 Language of Tenders**

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7. Documents Comprising the Tender**

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

## **2.8. Form of Tender**

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

## **2.9. Tender Prices**

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to paragraph 2.20.5

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11. Tenderers Eligibility and Qualifications**

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12. Tender Security**

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall not exceed 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity.
  - (b) in the case of a successful tenderer, if the tenderer fails:

- (i) to sign the contract in accordance with paragraph 2.29 or
  - (ii) to furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

### **2.13. Validity of Tenders**

2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

### **2.14. Format and Signing of Tenders**

2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

### **2.15 Sealing and Marking of Tenders**

2.15.1 The Tenderer shall seal the original in an envelope, duly marking the envelope as "ORIGINAL". The envelope shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) **be addressed to the Procuring entity at the following address:  
The Principal & CEO, Kenya Utalii College, P.O. Box 31052 – 00600, Nairobi**  
to the bear tender number and name in the invitation to tender and the words,  
**"DO NOT OPEN BEFORE 10.00 AM ON TUESDAY 9<sup>TH</sup> JUNE, 2020.**

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

#### **2.16. Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the procuring entity at the address specified under paragraph 2.15.2

2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **2.17. Modification and Withdrawal of Tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

#### **2.18. Opening of Tenders & Tender Evaluation**

2.18.1 The procuring entity will open all tenders in the presence of tenderers representatives who choose to attend and in the following location: Madaraka Hall, Kenya Utalii College  
The tenderers representatives who are present shall sign a register evidencing their attendance

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other

details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The Procuring entity will prepare minutes of the tender opening.

## **2.19 Clarification of Tenders**

2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21. Conversion to single currency**

2.21.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## **2.22. Evaluation and Comparison of Tenders**

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

(a) Operational Plan

(i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

## **2.23. Contacting the Procuring entity**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

## **2.24 Post-qualification**

- 2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **2.25 Award Criteria**

- 2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.25.2 To qualify for contract awards, the tenderer shall have the following:-
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
  - (b) Legal capacity to enter into a contract for procurement
  - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
  - (d) Shall not be debarred from participating in public procurement.

## **2.26. Procuring entity's Right to accept or Reject any or all Tenders**

- 2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.26.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.26.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

### **2.27 Notification of Award**

2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

### **2.28 Signing of Contract**

2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

### **2.29 Performance Security**

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.



### **2.30 Corrupt or Fraudulent Practices**

- 2.30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1. Definitions**

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

### **3.2. Application**

3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other part of the contract

### **3.3. Standards**

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

### **3.4. Use of Contract Documents and Information**

- 3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.
- 3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

### **3.5. Patent Rights**

- 3.5.1 The Contractor shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

### **3.6 Performance Security**

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

### **3.7. Delivery of services and Documents**

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

### **3.8. Payment**

3.81. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC

3.82. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

### **3.9. Prices**

3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

### **3.10. Assignment**

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

### **3.11. Termination for Default**

3.11.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

### **3.12. Termination for Insolvency**

3.12.1 The Procuring entity may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### **3.13. Termination for Convenience**

3.13.1 The Procuring entity by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute ,either party may require adjudication in an agreed national or international forum, and or international arbitration

### **3.15. Governing Language**

3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties shall be written in the same language.

### **3.16. Applicable Law**

3.16.1 The contract shall be interpreted in accordance with the laws of Kenya.

### **3.17 Force Majeure**

3.17.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.18 Notices**

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

## **SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

1. Special conditions of contract shall supplement the General Conditions of contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General conditions of contract.

2. Individual Procuring entities will indicate the special conditions under this section (Where applicable).

### **3. Additional Requirements**

#### **Clause 2.12.2**

The tender security shall be **100,000.00 KSHS**

#### **Clause 2.12.4**

The tender security shall be from reputable bank guarantee or such insurance guarantee approved by the Public Procurement Regulatory Authority of Kenya

#### **Clause 2.13.1**

Tenders shall remain valid for 120 days

#### **Clause 2.15**

Only original tender document shall be submitted as stated in the tender notice.

#### **Clause 3.6**

The performance security shall be 10% of the Tender price provided in form of bank guarantee or from an approved insurance company by Public regulatory Authority

#### **Clause 3.18**

The address for requesting clarification is

**The Supply Chain Manager**

**Kenya Utalii College**

**P O Box 31052 – 00600**

**NAIROBI**

**Telephone: [020] 8563540 Extension 8452/8524**

**Mobile: 0722-205891/2, 0733-410005**

**Direct line: (020) 2608948**

**Fax: [020]8560514**

Email: [purchasing@utalii.ac.ke](mailto:purchasing@utalii.ac.ke)

#### **4.1 EVALUATION CRITERIA**

4.1 Kenya Utalii College will select candidates among those that submit documents in accordance with the method of selection detailed under this section.

4.2 The Kenya Utalii College Evaluation Committee, as a whole and each of its members individually, shall evaluate the tenders on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and point system as specified in this criteria.

4.3 The tenders will be evaluated in **3 stages**, namely:

- a. Preliminary examination;
- b. Technical evaluation;
- c. Financial Evaluation

#### **Stage 1. Preliminary examination**

This stage of evaluation shall involve examination of the pre-qualification conditions as set out in the Tender Advertisement Notice or Letter of Invitation to Tender and any other Conditions stated in the bid document.

Bidders who are not found to be responsive to the terms of reference will be eliminated at this stage.

- 1 Failure to submit the tender in the required format and failure to submit all the required documents i.e.
  - bid bond original
  - Tape bound document, properly sealed & serialized, in the correct sequence and all pages must be initialed/signed/stamped by the Directors in respect of a company or the proprietor in case of a firm or persons appointed by power of attorney. **NB: Spiral Binding and use of spring or Box Files will not be allowed and will result in automatic disqualification.**
- 2 Failure to submit authorized current price list of items, services being tendered for (as per Section G) schedule of requirements. The price list must be rubber stamped and signed.
- 3 Failure to complete the confidential questionnaire form provided
- 4 Failure to complete the form of tender in the format provided.
- 5 If the firm has not renewed legal and statutory documents that are due for renewal at the time the tender is being submitted.



Attach clear copies of the following:

- i.** Certificate of incorporation or registration
- ii.** Tax compliance certificate
- iii.** Current Trade License
- iv.** Practicing license for professionals

6 Must submit two years copies of the audited accounts for the previous year 2017 and 2018

7 Submission of valid CR12 form showing the list directors /shareholding (issued within the last 1 year)

8 **ELIGIBILITY DISCLOSURE**

**I** Is the firm making this application or any of its directors been debarred or suspended from participating in public procurement by the Public Procurement Regulatory Authority or related public bodies? (If yes provide a proof of clearance from Public Procurement Regulatory Authority)

.....  
.....

**II** Have you or your principals been subject of legal proceedings for insolvency, bankruptcy, receivership or your business activities suspended for related

reasons?.....(If yes, you must present legal documentary evidence that you are cleared and your business is now solvent).

**III) Do you have a relationship with any Kenya Utalii College employee that would cause conflict of interest?**  
 .....

---

I.....declare, for and on  
 Behalf of.....  
 (company/firm) that all the information furnished to Kenya Utalii College in connection with this Tender is true and accurate in all material respect. Kenya Utalii College is hereby authorized to make such inquiries to the said information including with the firms/company's clients and bankers as it may deem necessary without prior notice to the firm/company.

Information submitted by.....

Title .....

Signature.....

Stamp.....

- 9 Failure to meet the relevant conditions set out in section **E –Special Conditions of Contract.**
- 16. Provide proof of Power of attorney (of tender Signatory).

## **STAGE 2; TECHNICAL EVALUATION**

Kenya Utalii College intends to outsource printing services for the financial year 2020-2022 to cater for the printing needs of the staff. The college has LAN covering the entire campus. The printers will be setup in different locations within college for the convenience of the users, therefore a site visit is necessary to understand the environment and requirements.

### **SPECIFICATION**

1. Provision and installation of **new** multifunctional printers with printing, scanning, photocopying, scan to email and USB functions as per proposed categories in 6 below.
2. Successful bidder must provide a fully centralized printing management solution with **'follow me'** printing **management** and **accounting** software which shall be part of the contracted services and must have adequate licenses for our purpose. Central deployment and management of the printers in a server. All printers connected must be viewable and accessible on one screen/dashboard. Ability to group users in a printing cluster and ability to place the printers in a queue. User must be able to print from any computer and to any printer seamlessly using their assigned code. Also allow specific users and groups to print to a specific printer.

Incase of any feature update of the software or upgrade it should also be provided and a solution to centrally deploy it in the organization.

3. Automated reports at the following levels:
  - i. Individual usage
  - ii. Departmental usage
  - iii. Total usage for each printer
  - iv. Overall college usage report
  - v. All reports must show paper size, color or B/W and type of operation i.e. scanning, printing or copying.
4. The service provider will maintain the printers and provide consumables and parts including toners, drum, staple pins and related hardware replacements. The client, KUC, will provide the printing papers.
5. The printers must be able to operate in our current technological environment and adaptable to emerging technology.
6. The proposed distribution and requirements of the devices is as follows:
  - i. 50ppm B/W multifunction devices (7 devices).
  - ii. 50ppm Color multifunctional device - 5 device.

7. Training of administrators and 20 champions selected from different departments. Bidder must provide user/admin documentation or FAQ and manuals.
8. Provide detailed proposal on how this project shall be implemented, clearly indicating the implementation time frames and deliverables.
9. Staff and support desk requirements: Bidder to provide CVs of project manager and engineers for the project as follows.
  - i. Project leader(1)**
    - Evidence of experience in similar projects in at least 5 client sites must be provided.
  - ii. Engineers(2)**
    - Must have a minimum of a diploma in ICT field or printing technology or comparable training.
    - Must have experience in similar projects of two client sites.
  - iii. Support desk**
    - Service provider must have a helpdesk system for logging calls and follow up. Must also provide remote administration of the devices to reduce downtimes and raise alerts for consumables.
10. The bidder will be required to enter into an agreement for this service and therefore a draft agreement must be attached.
11. Clear pricing schedule that includes cost of items for implementation including print management software, rate per page and minimum volume. Preferred pricing method is minimum volume.
12. Provide detailed technical specifications and brochures for the printers to be provided.
13. Flexibility to add and move printers as requirements change. Bidder to provide terms and conditions for this in the draft SLA.

### **INFORMATION TO BIDDERS**

1. Monthly workload of ninety five thousand (95,000) copies Black and White and six thousand (6,000) copies Colour
2. Printer requirements. We have preliminarily defined our printer requirements into two categories as follows (also refer to 6 above):
  - i. Four (4) multifunctional **black/white A3** devices
  - ii. One (1) multifunctional **black/white A3** device with **Finishing features (collating and stitching)**

- iii. Five (5) **A3 colour** MFP of a volume of six thousand (6,000) pages and can print glossy, rough bond among others

All Printer compatible with latest Mac, Unix, Linux, windows operating systems, mobile platform printing for both android and MacOS, scan formats PDF, JPEG, TIFF, XPS and scan to USB, scan to mail, scan to box.

### **Distribution**

<b>Black and white printer</b>	<b>Coloured printer</b>
Accounts	ICT
Admissions	Principal's Office
Examination (with finishing feature )	Examinations
Degree Programs' Office	Utalii Hotel Front office
Procurement	Printing Shop
Utalii Hotel (2) GM and Admin block	

**Interested bidders should carry out site visit and provide a proposal based on our requirements as indicated below. They will be expected to provide detailed specifications of the printers (and brochures) to be supplied including accounting software.**

### **EVALUATION CRITERIA**

<b>SNO</b>	<b>Criteria</b>	<b>Maximum Points (100)</b>	<b>Bidder Response/offer</b>
1.	Indicate the operating system environment compatible with the printers for deployment of the solution. a) Windows (2 marks) b) Linux (1 mark) c) Mac or Other (1 mark)	<b>4</b>	
2.	Deployment method a) Centralized (10 marks)  b) Management software provided with stratified roles and users (2 marks)  c) Ability to print from any computer and to any printer in the printing environment with the user ID/code i.e follow me (3 marks)  d) Administration of user passwords/code	<b>20</b>	

<b>SNO</b>	<b>Criteria</b>	<b>Maximum Points (100)</b>	<b>Bidder Response/offer</b>
	1. User can change password on their own (4 Marks). 2. User cannot change their password. Admin must change for user (1 mark).		
3.	Consumables replacement upon request. a) 3 hours (5 marks) b) 6 hours (2 marks) c) 1 day (1 marks) d) More than 1 day (0 marks) <i>[Select your replacement period]</i>	<b>5</b>	
4.	Printer Connectivity options a) All-inclusive LAN, WiFi, Cable eg. USB (5 marks) b) Any other two and which must include LAN (1 mark)	<b>5</b>	
5.	Provide a draft SLA that includes - <u>deployment</u> and <u>commissioning</u> , service <u>delivery</u> and <u>payment</u> mode, conditions for <u>addition</u> and removal of printers.	<b>10</b>	
6.	Completeness of proposed project plan for the deployment and implementation of the proposed solution. This should include <u>activities/tasks</u> , <u>timelines</u> and <u>deliverables</u> .	<b>6</b>	
7.	Staff requirements CVs. a) Project leader (1): CV provided with relevant experience of more than 6 years in similar projects (5 marks)  b) Engineers (minimum 2 staff).Engineers with relevant experience of 5 years and training provided (2.5 marks per engineer).	<b>10</b>	
8.	THREE customer references for which a similar service is CURRENTLY provided  (Attach Contact person with both reachable phone number and email and copies of LPO/LSOs, contract agreements or invoices); (5 marks for each reference site offered)	<b>15</b>	

<b>SNO</b>	<b>Criteria</b>	<b>Maximum Points (100)</b>	<b>Bidder Response/offer</b>
9.	Printer technical specifications: 1. Technical specifications as per requirements (10 marks). 2. Brochures provided (0.5 marks per brochure).	<b>15</b>	
10.	Demo presentation or site visit to an implemented site to determine suitability of the solution to meet our requirements	<b>10</b>	
	<b>Total</b>	<b>100</b>	

**PASS MARK 70%**

The bidder who score 70% and above will proceed for financial evaluation

**NB**

*Mandatory site visit will be held on **TUESDAY 2nd JUNE 2020** from 10.00 am to 12.00 Noon*

**FINANCIAL PROPOSAL COST BREAK DOWN**

<u>Complete solution Managed printing service based on minimum monthly volumes/usage.</u>		
<b>Item</b>	<b>Cost inclusive of Vat (KSHS)</b>	<b>Remarks /Description</b>
Rate per page B/W A4		
Rate per page B/W A3		
Rate per page color A4		
Rate per page color A3		
Other paper sizes		
Staple cost (separately)		
Printing management software <i>Note:(state cost if not included as part of printing solution)</i>		
<b>State Minimum volume charges and explain</b>		
.....		
.....		
.....		



**Section H. Tender Security Form**

Whereas ..... [name of the tenderer]  
Hereinafter called “the tenderer”) has submitted its tender dated ..... (date of  
submission of tender] for the supply of .....  
[Name and/or description of the goods]  
(hereinafter called “the Tender’) .....

**KNOW ALL PEOPLE** by these presents that **WE** .....  
of ..... having our registered office at  
[Name of Procuring entity] (hereinafter called “the Procuring entity”) - **See Attached  
Schedule For Applicable Bid Bonds** - for which payment well and truly to be made to the  
said Procuring entity, the Bank binds itself, its successors, and assigns by these presents.  
Sealed with the common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**THE CONDITIONS of this obligation are:**

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
  - (a) Fails or refuses to execute the contract Form, if required; or
  - (b) Fails or refuses to furnish the performance security, in accordance with the Instructions to tenderers.

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having no substantiate its demand, provided that in its demand the Procuring entity will not that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
[Signature of Bank]

**Section I. Contract Form**

THIS AGREEMENT made the ..... day of ..... 20..... between ..... [name of Procurement entity] of ..... [Country of Procurement entity] (hereinafter called “the Procuring entity”) of the one part and ..... [name of tenderer] of ..... [City and country of tenderer] (hereinafter called “the tenderer”) of the other part.

WHEREAS the Procuring entity invited tenders for certain goods, viz ..... [brief description of goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of ..... [contract price in words and figures] (hereinafter called “the contract Price”).

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Tender Form and the Price Schedule submitted by the tenderer;
  - (b) The Schedule of Requirements;
  - (c) The Technical Specifications;
  - (d) The General Conditions of Contract;
  - (e) The Special Conditions of Contract; and
  - (f) The Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the goods and the remedying of defects therein, the contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

In the presence of \_\_\_\_\_

**Section J. Bank Guarantee for Advance Payment**

To: .....  
[Name of Procuring Entity]

[Name of Tender) .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the general conditions of contract to provide for advance payment,

.....  
[Name and address of tenderer] (hereinafter called "the tenderer") shall deposit with the procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the contract in an amount of .....[Amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between the procuring entity and tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until ..... (date).

Yours truly,

Signature and Seal of the Guarantors

\_\_\_\_\_  
**[Name of Bank or Financial Institution]**

\_\_\_\_\_  
**[Address]**

\_\_\_\_\_  
**[Date]**

**PERFORMANCE SECURITY FORM**

To .....  
[name of Procuring entity]

**WHEREAS** ..... [name of tenderer] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20 \_\_\_\_\_ to \_\_\_\_\_ supply ..... [description of goods] (hereinafter called “the Contract”).

**AND WHEREAS** it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the tenderer a guarantee:

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ..... [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... [Amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

*(Amend accordingly if provided by Insurance Company)*

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

**SIGNED FOR ACCOUNTING OFFICER**

**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 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 .....

Location of business premises.  
 .....

Plot No..... Street/Road  
 .....

Postal Address ..... Tel No. .... Fax ..... E mail  
 .....

Nature of Business,  
 Registration Certificate No. ....

Maximum value of business which you can handle at any one time – Kshs.

Name of your bankers ..... Branch  
 .....

**Part 2 (a) – Sole Proprietor**

Your name in full ..... Age .....

Nationality ..... Country of origin .....

- Citizenship details  
 .....
- 

**Part 2 (b) Partnership**

Given details of partners as follows:

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

**Part 2 (c) – Registered Company**

Private or Public  
 .....

State the nominal and issued capital of company-

Nominal Kshs.  
 Issued Kshs.

Given details of all directors as follows

	Name	Nationality	Citizenship Details
Shares			
1.	.....	.....	.....
2.	.....	.....	.....
3.	.....	.....	.....
4.	.....	.....	.....
5.	.....	.....	.....