

TENDER NO KUC/RFP/19/2018-2019

REQUEST FOR PROPOSAL

FOR

**REQUEST FOR PROPOSAL FOR TELEPHONE SYSTEM
SURVEY AND UPGRADE PROPOSAL TO MODERN IP
PHONES**

APRIL, 2018

KENYA UTALII COLLEGE, NAIROBI

SECTION B:

INFORMATION TO CONSULTANTS

1. Introduction

- 1.1 The tenderer is required to submit a Technical and Financial Proposal, for consulting services required for this assignment. The proposal will be the basis for Contract negotiations and ultimately for signed Contracts with the selected tenderer.
- 1.2 The tenderer must familiarize itself with local conditions and take them into account in preparing their proposals. The firms will be solely responsible for obtaining the information necessary for them to complete the proposal, provided that if they need any information from the Kenya Utalii College, they can do so in accordance with clause 2.1 and in observance of clause 5.1.
- 1.3 The Client will provide the inputs specified in the TOR to assist the firms to carry out the services and make available relevant project data and reports.
- 1.4 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Kenya Utalii College are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 1.5 The procuring entity's employees, committee members, council members and their relatives (spouse and children) are not eligible to participate.

2. Clarification and Amendment of RFP Documents

- 2.1 The tenderer may request a clarification of any of the RFP documents only up to seven (7) days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in Annex "A". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited tenderer who intend to submit proposals.

KENYA UTALII COLLEGE, NAIROBI

- 2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by a bidding firm, amend the RFP. Any amendment shall be issued in writing through Tender Notice. Tender Notice shall be sent by mail, cable, telex or facsimile to all invited tenderers and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

3. Preparation of Proposals

- 3.1 The consortia proposal shall be written in the English language.
- 3.2 In preparing the Proposal documents, tenderer are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 3.3 While preparing the Proposal tenderers must give particular attention to the following:
- (i) It is desirable that the majority of the key professional staff proposed be permanent employees of the constituent firms forming the tenderer or have an extended and stable working relationship with them.
 - (ii) Proposed professional staff must as a minimum, have the experience indicated in the TOR (Terms of reference), preferably working under conditions similar to those prevailing in Kenya.
- 3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;
- (i) A brief description of the tenderer and an outline of recent Experience on assignments of a similar nature. For each assignment the outline should indicate inter alia, the profiles of the staff used in the assignment, duration of the assignment, contract amount and tenderer/firm's involvement.
 - (ii) A description of the methodology and work plan for performing the assignment.
 - (iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.

KENYA UTALII COLLEGE, NAIROBI

- (iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last five (5) years for Principal staff and three (3) years for assisting staff.
- (vi) A detailed description of the proposed methodology, staffing and monitoring of training, if Annex “A” specifies training as a major component of the assignment.
- (viii) Any additional information requested in the TOR.

The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

- 3.5 The Financial Proposal shall provide the following information using the attached Standard Forms and shall list all costs associated with the assignment;
- (i) Financial Proposal Submission Form
 - (ii) Summary of Costs
 - (iii) Breakdown of Costs per activity
 - (iv) Breakdown of Remuneration (Lump Sum)
 - (v) Breakdown of Reimbursable Expenses (Lump Sum)

4. Submission, Receipt, and Opening of proposals

- 4.1 The original proposal; shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the tenderer itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 4.2 For each proposal, the tenderer shall prepare the number of copies indicated in **Annex “A”**. Each Proposal document shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 4.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”. Similarly, the original and all copies of the Financial Proposal shall be placed in a sealed envelope clearly marked

KENYA UTALII COLLEGE, NAIROBI

“FINANCIAL PROPOSAL” and ‘DO NOT OPEN WITH THE TECHNICAL PROPOSAL.’

The Envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Annex “A” and be clearly marked, **“DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE TENDER OPENING COMMITTEE.”**

- 4.4 The completed Proposals must be delivered at the submission address on or before the time and date stated in the Annex “A”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 4.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately. The envelopes with the Financial Proposal shall remain sealed and stored securely.

5.0 Proposal Evaluation General, Evaluation of Proposals

- 5.1 From the time the bids are opened to the time the Contract is awarded, **NO** tenderer **SHALL** contact the Client on any matter related to his proposal. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions **WILL** result in the rejection of the consultant’s proposal.
- 5.2 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the terms of reference, applying the evaluation criteria as follows:

Preliminary evaluation (Mandatory Requirement)

The following conditions are mandatory and must be fulfilled by eligible bidders:

MANDATORY AND STATUTORY REQUIREMENTS

Requirements

1. Valid business trading license
2. Provide a copy of company’s Certificate of Incorporation/Certificate of Registration
3. Copy of a valid Certificate of Tax Compliance from Kenya Revenue Authority (KRA)
4. Submit a duly filled Confidential Business Questionnaire provided in this tender document.
5. Provide audited accounts for the company for the last three consecutive accounting years.

KENYA UTALII COLLEGE, NAIROBI

6. For clarity, the past three years refers to the last three continuous audited periods of the bidder including or immediately preceding the year referenced in the issue date of this tender.

7. Provide free maintenance for a period of at least 12 months after commissioning

8. Duly signed qualifications and experience (CV) of key management and technical personnel proposed for the contract and an undertaking that they shall be available for the contract. Relevant certificates and testimonials should be included.

9. Work Plan (Schedule of work, delivery of services and equipment).

10. The amount of bid bond is **Ksh 100,000.00.** and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad or any of the approved insurance firms by Public Procurement Oversight Authority (PPOA) in the form provided in the tender documents or another form acceptable to the Procuring entity

Nb Failure to submit any of the above mandatory requirement will result to automatic disqualification.

KENYA UTALII COLLEGE, NAIROBI

DETAILED EVALUATION CRITERIA [SELECTION PROCEDURE]

Candidates are requested to read this section carefully before filling in any information.

In this selection procedure, the firm that attains the pass mark of **70 points out of 100 points** specified in the criteria will be considered for financial evaluation.

F1. Supplier Relevance & Experience [40 Points]

Indicate the total value of any 5 LPOs, Contracts/Invoices transacted in the last 5 years. Attach copies.

F2. A) Technical Capability [20 Points]

Profile of 2 technical personnel (attach certificates)

FORMAT OF CURRICULUM VITAE [CV] FOR STAFF TO BE INVOLVED IN THE ASSIGNMENT

1.

Designation: _____

Name of Staff: _____

Profession: _____

Years of Experience: _____ Nationality: _____

[Give an outline of staff member's experience and training most pertinent to tender applied for.

CERTIFICATION

I, the undersigned, certify that these data correctly describe me, my qualifications and my experience.

Signature of staff member

Date: _____

Signature of authorized representative of the supplier

Date: _____

Full name, address and contact numbers of the staff member:

KENYA UTALII COLLEGE, NAIROBI

Full name, address and contact numbers of Authorized Representative:

2.

Designation: _____

Name of Staff: _____

Profession:

Years of Experience: _____ Nationality: _____

[Give an outline of staff member's experience and training most pertinent to tender applied for.]

CERTIFICATION

I, the undersigned, certify that these data correctly describe me, my qualifications and my experience.

Signature of Staff Member

Date: _____

Signature of Authorized Representative of the Supplier

Date: _____

Full name, address and contact numbers of the staff member:

Full name, address and contact numbers of Authorized Representative:

b) Site Visits Report

(20 points)

KENYA UTALII COLLEGE, NAIROBI

F3 Financial Capability (20 points)

- 2.1 attach copies of audited accounts for the last 2 years (10 points)
- 2.2 indicate by ticking below your organizations terms of payment (10 points)

Breakdown

C.O.D.	[1point)
Within 30 days	(2.5 points)
Within 45 days	(5 points)
Within 60 days	(10 points)

Site visit 10 Marks

(The Technical Evaluation Team will verify the information submitted by applicants and may visit the physical premises of the applicants. This will form part of the evaluation process).

THE PASS MARK FOR QUALIFICATION SHALL BE 70%

The firm that attains the pass mark of **70 points out of 100 points** specified in the criteria will be considered for financial evaluation.

KENYA UTALII COLLEGE, NAIROBI

6. Award of Contract

- 6.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other tenders on the shortlist that they were unsuccessful. The selected firm is expected to commence the assignment on the date and at the location specified in Annex "A".
- 6.2 The parties to the contract shall have it signed after 14 days from the date of notification of contract award. The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.3 The procuring entity shall give prompt notice of the termination to the Bidders and on request give its reasons for termination within 14 days of receiving the request from any bidder.
- 6.4 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.
 - (e) Shall have successfully negotiated and agreed terms with Kenya Utalii College.

7. Confidentiality

Information relating to evaluation of proposals and recommendations Concerning awards shall not be disclosed to the tenderers which submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

KENYA UTALII COLLEGE, NAIROBI

8. Corrupt or Fraudulent Practices

- 8.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 8.2 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.
- 8.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

ANNEX “A”- APPENDIX TO INFORMATION TO THE TENDERERS

The following information for procurement of the works and selection of tenderer shall complement or amend the provisions of the information to tenders, wherever there is a conflict between the provisions of the information and to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to tenderers.

Clause Reference

1.1 The name of the Client is: ***Kenya Utalii College.***

1.2 The method of selection is: ***Quality and Cost Based Selection***

Technical and Financial Proposals are requested: ***Yes.***

The name, objectives, and description of the assignment are:

A pre-proposal conference will be held: ***No***

1.3 The name(s), address (es) and telephone numbers of the Client’s official(s) are:

The Principal
Kenya Utalii College

KENYA UTALII COLLEGE, NAIROBI

P.O. Box 31052-00600

NAIROBI.

Tel. Nos +254 020 2458627,2686803,2683735,8563540/6

Mobile Nos 0722205891/2,0722205492,0733410005,0733600584

Email: info@utalii.co.ke

1.4 The Client will provide the following inputs subject to availability: Access to system and information.

1.5 The client shall also give assistance to facilitate the timely granting of the firm and his personnel of:

(i) Unobstructed access to all sites and locations involved in carrying out the service

3.3 (i) the duration required to complete the assignment is:

6months

(ii) The proposed Technical staff shall be as indicated in the terms of reference.

Taxes: The tenderer shall be liable to pay all taxes, duties and levies including VAT and withholding tax in accordance with the laws of Kenya and the Client shall not reimburse any amount paid in this context.

4.2 The tenderer must submit an original and 2 (two) additional copies of their proposal.

4.3 The proposal submission address is:

**The Principal
Kenya Utalii College
P.O. Box 31052-00600
NAIROBI**

The envelope shall also be clearly marked:

TENDER NO KUC/RFP/19/2018-2019: REQUEST FOR PROPOSAL FOR TELEPHONE SYSTEM SURVEY AND UPGRADE PROPOSAL TO MODERN IP PHONES

KENYA UTALII COLLEGE, NAIROBI

4.4 The address to send information to the client is:

The Principal
Kenya Utalii College
P.O. Box 31052-00600
NAIROBI.

4.5 The assignment is expected to commence ***immediately after signing of the contract by all parties.***

SECTION C:

TECHNICAL PROPOSAL – STANDARD FORMS

These forms shall include;

- i. Technical Proposal submission form
- ii. Tenderers references
- iii. Comments and suggestions of tenderers on the Terms of reference and on data, services and facilities to be provided by the Client
- iv. Description of the methodology and work plan for performing the assignment
- v. Team composition and Task assignments
- vi. Tenderers current workload
- vii. Format of curriculum vitae (CV) for proposed Professional staff
- viii. Time schedule for professional personnel –implementation period
- ix. Time schedule for professional personnel – defects liability period
- x. Activity (work schedule)

KENYA UTALII COLLEGE, NAIROBI

(i) TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the tendering services for _____ [Title of tendering services] in accordance with your Request for Proposal dated _____ [Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope-where applicable]

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

_____ [Name of Firm]

_____ [Address:]

KENYA UTALII COLLEGE, NAIROBI

(ii) TENDERERS REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your tenderer either individually or as a corporate entity or in association, was legally contracted (**attach letters of awards, completion certificates as proof of evidence**)

Assignment Name:	Country
Location within country:	
Professional staff provided by your firm/entity(profiles):	
Name of client:	
No. of staff:	
Address:	
No. of Staff-Months; Duration of Assignment:	
Start Date (Month/Year)	
Completion Date:	
Approx. value of Services (KShs)	
Month/Year:	
Name of Associated Consultants. If any:	
No. of Months of Professional	
Staff provided by Associated Consultants:	
Name of Senior Staff (Project Director/Coordinator, team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff	

Firm's Name: _____

KENYA UTALII COLLEGE, NAIROBI

Name and title of signatory; _____

(iii) COMMENTS AND SUGGESTIONS OF TENDERER ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

KENYA UTALII COLLEGE, NAIROBI

(iv) DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

(vi) FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

KENYA UTALII COLLEGE, NAIROBI

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment.

Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date: _____
[Signature of staff member]

_____ Date; _____
[Signature of authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

(vii) TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

KENYA UTALII COLLEGE, NAIROBI

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8				

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

viii) ACTIVITY (WORK) SCHEDULE

(a). Supervision Activities

[M0, M1, M3 are months from the start of the assignment]

	M1	M2	M3	M4	...Mn	M(n+1)	M(n+2)	M(n+3)
Activity work								

KENYA UTALII COLLEGE, NAIROBI

KENYA UTALII COLLEGE, NAIROBI

FINANCIAL PROPOSAL SUBMISSION FORM *(in Company letterhead)*

_____ *[Date]*

The Principal
Kenya Utalii College
P.O. Box 31052-00600
NAIROBI.

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) *[Title of tendering services]* in accordance with your Request for Proposal dated (_____) *[Date]* and our Proposal. Our attached Financial Proposal is for _____ the _____ sum _____ of (_____) *[Amount in words and figures]* inclusive of the taxes.

We remain,
Yours sincerely,

_____ *[Authorized Signature]*

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

KENYA UTALII COLLEGE, NAIROBI

SECTION E

TERMS OF REFERENCE

SECTION I SCOPE OF WORK AND DELIVERABLES

3.1 Scope

Kenya Utalii College requires the services of an experienced IP Telephone solution service provider to be implemented at the location name. In order for the Utalii college to get maximum benefit from this exercise, the successful bidder will be expected to: -

- Configure the LANs to provide quality of service (QoS) for voice traffic.
- Use existing LAN switches for powering the IP Phones.
- Supply the required IPT server gateways and hardware at the headquarters
- Provide comprehensive onsite user training to selected personnel from the Utalii college Administration

The solution is expected to utilize the existing infrastructure and therefore bidders are required to carry out a **Mandatory Site Survey** to ascertain and confirm the readiness of the existing network and other IT infrastructure for IPT solution. Once the IPT solution is implemented it is expected that a Call Management solution be provided for monitoring and managing of all calls both incoming and outgoing.

Item	Feature	Minimum Requirements	Remarks
1.	Incidents, reporting and resolution	Bidders shall provide details of; <ul style="list-style-type: none">• Incident reporting procedure, escalation, problem verification, restoration of service outage and restoration beyond normal business hours and routine maintenance.	MANDATORY
2.	SLA components	Bidders shall provide an SLA proposal that addresses: <ul style="list-style-type: none">• Escalation matrix• Contact persons• Response times• Proof of local support presence• Online support from OEM if necessary	MANDATORY

KENYA UTALII COLLEGE, NAIROBI

3.	Change requirements	Bidders shall commit to the following change requirements: <ul style="list-style-type: none"> • Notification - 24 hours • Logical implementation - 2 to 5 business days 	MANDATORY
4.	Mean Time To Repair (MTTR)	Bidders shall commit to the following MTTR requirements: <ul style="list-style-type: none"> • Low/information - no timeline • Minor - 48 hours or less • Major - 12 hours or less • Critical - 8 hours or less 	MANDATORY
5.	Licenses	Bidders shall provide a detailed licensing framework in the financial proposal	MANDATORY
6.	Warranty	Bidders shall propose a warranty and support of at least one year	MANDATORY

KENYA UTALII COLLEGE, NAIROBI

SCOPE OF WORKS (A)

Item No	Feature	Minimum requirements
1.	Design	Design IP telephony & networking Systems as per the requirements
2.	Scope of IP Telephony deployment	IP Telephony solution shall be installed in the following sites: <ul style="list-style-type: none"> Kenya Utali College
3.	Extent of Installation	The Proposed system should comprise of Supply and Installation of: <ul style="list-style-type: none"> IP Telephony Solution Voice Logging Voice Conferencing Any other feature not highlighted above
4.	Support for Unified Communication	The Proposed Telephony system should have support for Unified Communications (UC) Features for future use and expansion.
5.	Hardware and Software	Bidders must supply required Software, Hardware (like server hardware, voice gateway(s), IP Phone receivers) and Accessories for the IP Telephony, call logging system and contact center
6.	Scalability	KUC requires a solution that is fully scalable from county Offices to the headquarters site. Thus the solution envisioned must transparently handle the planned growth.
7.	Bandwidth Optimization	Bidders are expected to provide details on how the IP Telephony solution will be optimized for bandwidth
8.	QoS support	Bidders are expected to provide details on how the IPT solution supports QoS during conference calls
9.	Training and knowledge transfer	The bidder should include a proposal for hands-on class training for equipment, administrators and end-users. -Training of 2 Secretariat staff & 5 Technical staff at HQ

Proposed IP PBX system for.

Bill of Quantities

KENYA UTALII COLLEGE, NAIROBI

DESCRIPTION	INITIAL CAPACITY	ULTIMATE CAPACITY
No. of IP extensions	30	300
No. of Exchange Lines (Trunks)		
ISDN Line		
Operator PC based Console with headset		
Executive IP Handsets		
Standard IP Handset		
Proprietary Call Billing inbuilt solution		
Voice Mail		

- Bidder has to quote for Full Implementation and Commissioning of the IP Telephony system.
- Bidder must provide the user and Admin Training
- Bidder must quote for 1-year support.
- Bidder must indicate the delivery period.
- Bidder must submit the Authorization letter directly from Manufacturer.
- Bidder must have a registration with NCA.
- Bidder should have certified engineer

	Description	Comply (Y/N)
SYSTEM ARCHITECTURE		
1. Telephony General Specifications and Infrastructure		
	The system should provide telephony functions on any underlying data infrastructure.	
	The system should be scalable to support: any voice/data convergence traffic increases	
	The system should be rackable only.	
	The system must have an availability of 99,999%	
	The system should be scalable, distributable and modular	
2. System Hardware and Software		
	The IP Telephony hardware must have high flexibility in term of capacity, system upgrade and support TDM without external interfaces	

KENYA UTALII COLLEGE, NAIROBI

	The Call Server should be able to support minimum 300 users in a standalone configuration.	
	The proposed system should be based on an “open” software architecture, Linux being the preferred one.	

	Description	Comply (Y/N)
2. Basic Telephony Services		
	The offered system must support the following services without any external/additional server to support them:	
	Text mini-message between executive sets	
	Reception of absence mini-message from the called user	
	Calling Line Identification Restriction (CLIR) for local / internal calls	
	Communication timeout on outgoing call	
	Barring for internal and external calls	
	Call Waiting on :	
	busy set	
	busy hunting group	
	busy voice mail	
	Intrusion on busy set	
	Set loudspeaker call:	
	On no reply	
	On busy :	
	Call back to last caller :	
	local / internal	
	external	
	Automatic call back (activate / cancel) on :	
	no reply	
	busy set	
	busy trunk group	
	Call back request (activate / cancel) on :	
	no reply	
	busy set	
	Call back request notification by :	
	LED on the user's set	
	Icon on wireless phones	
	Voice guide for analog sets	
	Dial by name with central directory repository	
	Last number redial	
	Multiple redial	
	Abbreviated dialing	
	Automatic call set-up on unhook	
	Private call / Personal Identification Number (PIN)	
	Distinctive ringing for internal and external calls on all types of sets	
	Call Overflow:	

KENYA UTALII COLLEGE, NAIROBI

	Overflow on either busy or no reply	
	Overflow on both busy and no reply	
	Overflow on out of order	
	Timed call overflow on no reply	
	Call Pick up:	
	Individual	
	On group	
	No Replied Calls Repertory: Local / internal calling numbers with caller name, date and time of calls	
	Enquiry call / enquiry call cancel	
	Call transfer on :	
	reply	
	no reply	
	busy	
	Call transfer to :	
	set	
	hunting group	
	attendant	
	voice mail	
	Trunk to trunk call transfer	
	Trunk to trunk timed transfer	
	Six Participants Conference	
	Announcement / Paging on Loudspeaker	
	Direct inward dial (DID)	
	Direct outward dial (DOD)	
	Direct inward system access (DISA)	
	User set creation : user validation of his set created by attendant	
	User moving : personal plug in / plug out by prefix	
	Call recording on voice mail	
	Voice guides indicating/helping users independent of type of set	
	Outgoing call with business account code (by prefix or suffix)	
	DTMF / Pulse Transparency	
	Appointment Reminder	
	Call Hold	
	Automatic exclusive hold (in case of enquiry call or call waiting consultation)	
	Manual exclusive hold (by Hold or line key or by prefix)	
	Common hold (by Common hold key)	
	Mutual hold (initial hold by Hold key)	
	Call Forwarding:	
	unconditional	
	on no reply	
	on busy	
	on busy or on no reply	
	on ringing (call deflection)	
	Forwarding destination :	
	set	

KENYA UTALII COLLEGE, NAIROBI

voice mail	
hunting group	
attendant or attendant group	
call center group	
automated attendant	
external number	
Substitution	
Monoline or multiline mode for advanced sets	
Multiline key per directory number for advanced sets	
Multidirectory number (DN) for advanced sets	
Multidirectory numbers (DN) with supervision (indication of state) of :	
set	
trunk	
trunk group (no overringing)	
Manager / Secretary features:	
Call Filtering with manager control	
Manager/Secretary hot line	
Private Line for Manager set	
Absent secretary key	
Secret listening of the secretary by the manager	
Multiple Managers / Multiple Secretaries	
Twinset: Two multiline sets with (same) Directory Number (TDN) and common voice mail and accounting	
Personal password for :	
set lock override for DOD	
set unlock	
substitution and DISA	
DND	
general mini messaging consultation	
programming individual repertory	
key programming	
follow-me	
remote forwarding	
private call	
consultation of no replied calls repertory	
Hunting Groups	
Do Not Disturb	
3. End User Devices and Terminals/ Handsets/ Apparatus	
End Users must be able to access all telephony services	
Voice prompts or guides (multi language) the system should guide users during the various steps needed to activate specific features by means of voice guides that indicate the services available at each stage of a call.	
Multi-language display on TDM stations - The language presented on the station displays must be changeable by the user directly. When the user makes this change, the modification of the display language will automatically synchronize the language of the vocal guides and the prompts on the voice-messaging component.	

KENYA UTALII COLLEGE, NAIROBI

	Call (dial) by name - Users whose station is equipped with a display and alphabetic keyboard should have the capability to call, to transfer, or forward calls to other internal or external parties by entering their NAME.	
	Multi-key / Multiple-number stations - This function allows a user with a station that is assigned only one number, to simultaneously establish several outgoing or incoming calls. Each station key can be programmed for a different extension number, to permit easy differentiation of incoming calls.	
	Call Screening - Several screening stations can supervise a screened station. A screening station can screen several stations and lastly a station can have the status of screening station and screen station simultaneously	
	Work groups - Users should be able to clustered in Supervised workgroup, station group or Intercom group	
	Text messaging - Users whose station is equipped with a display and alphabetic keyboard must be able to conveniently access a text messaging service, allowing them to exchange short messages from terminal to terminal	
	Automated attendant - the system should be equipped with an automated attendant system that, under designated conditions, welcomes outside callers, and proposes (in an interactive manner) a way to reach a desired service or pre-defined party	
	Music on hold - The music source will support X seconds of operation, and should provide a good tonal quality. For reliability, the system proposed should be digital (magnetic devices are excluded) regardless of whether it is integrated into the system or external to the system.	
	Direct Inward System Access – DISA - allow a user who is calling from outside of the system to establish an internal or external system connection from his or her DTMF telephone.	
	Remote management of the telephone - allow a user who is outside of the system to modify the answering modes of his or her telephone terminal (voice messaging, external callback, etc.)	
	Telephone stations should support dial by name features using alphanumeric qwerty integrated keyboard	
	Large color or black and white adjustable screen at least for the phones	
	Context-sensitive keys associated to the display – These contextual keys are linked to the context displayed on the screen to directly activate functions	
	Navigation keys to navigate inside the graphical interface (change of application or context, return to the home page)	
	Numeric keypad to dial a number or enter digits in a entry field	
	Integrated alphabetic keyboard for functions such as text messaging and dial by name	
	· Full duplex hands-free mode with echo cancellation · Audio operation to tune audio levels, mute, loudspeaker, ...	
	· Connector for headset or additional speakerphone	
	· Automatic and transparent switch from one to another communication mode (headset, handset, hands-free, etc.)	

KENYA UTALII COLLEGE, NAIROBI

	The system should support PC based Attendant terminals that have a color screen, as well as attendant station software that can be used on PCs that are not dedicated to the attendant operation	
	Attendant operator positions should support the following features:	
	Station Supervision	
	Manual or Automatic answer	
	Call by name to internal or external parties	
	Text Messaging	
	Multiple Attendant positions	
	Call Recording	
	The phone sets should support chinese and russian languages characteres, this should be for the information displayed on the screens and for the alphanumeric integrated keyboard	
	The system must support an Attendant softphone application that allows the operators to manage the calls from a PC. This application must support the same features of the Attendant operator. The voice should be manage by the multimedia resources of the PC.	

	Description	Comply (Y/N)
4. Other Value Added and Mobility Services		
	Automatic Route Selection (ARS) to select the best route available to set up a call in terms of resources availability and cost	
	The system should support free desktop / free seating features in stand alone or in multi-site	
	User of Cellular extension must be equipped with contextual menus running on any cellular phone: SIM based, Windows Mobile 5 and 6 based or Symbian based	
	The system should support PC telephony	
	The system should support Integration of Property Management system	
	Voice Mail	
	1 hour storage & 2 Ports required but system should support minimum up to 8 hours storage & 8 ports for future expansion.	
	The system should support to fax server	
	The system should support to PC based attendant console for receptionist	
	External music on hold is required	
	Welcome greetings	

	Description	Compliance
System Management / Call Billing Software		

KENYA UTALII COLLEGE, NAIROBI

	Y/N
The PBX system should provide a suit of applications and tools to permanently evaluate and report the operational health of the system. It should provide the following functions:	
Software licensing check	
Automatic recognition of plugged sets	
User moving	
Monitoring of all the events on the system	
Capture of performance and level of use of the resources	
Register and log all calls and give accounting information	
Monitor and register all users, attendants, trunks activity to generate traffic and level of use analysis	
The PBX system must include the possibility to have remote maintenance access via dial-up having access to the system for configuring, diagnosis and monitoring. This access must be protected with security mechanism to prevent unauthorized intrusions.	
The management platform must provide a single graphical client (Graphical User Interface GUI) as well as a web based interface.	
The Management platform must provide web access allowing the administrator to manage the system to use any PC with an internet browser	
The management platform must use a client-server architecture allowing different administration clients to be connected to the system	
The management platform must perform at least the following tasks:	
Configuration and programming of services, users, categories and all system parameters and features. This module must provide centralized management in local or remote environments of a single system or a network. The network manager will be able to quickly and easily edit, create or delete any network object, by the use of import/export functions and multiple operations.	
Faults and Alarms management of all the incidents and fail reports generated by the system itself informing date, hour, severity level and action recommended to take. This module must be able to centralize the alarms and events of the system, and:	
Give colors according the severity level of the alarm	
Notify an alarm depending to the severity level sending an e-mail or activating an script performing an specific action	
Register and generate statistics for the alarms and events in the network in a daily scheme	
Each Alarm must include at least:	
An identification number	
The severity level	
The manage object	
The notification time	
Additional Information	
The event type	

KENYA UTALII COLLEGE, NAIROBI

	The probable cause	
	A Fault diagnosis	
	Generate reports and graphics about the statistics of the alarms and its correspondent resolution time	
	Accounting of all calls generated by the users including cost, date, hour. Must provide different options to group the billing of the calls (cost center, extension number, trunk, user, city/area associated to dialed numbers). The accounting module must be able to:	
	Adapt to the financial organization of the company along the cost centers and the organization levels	
	Manage carriers' fees to apply specific costs. Must be able to manage multi-carrier schemes	
	Define thresholds for phone usage and Tracking/monitoring this activity, providing a graphical view of the accounting thresholds per user, cost center or group	
	Generate reports and graphics classified by:	
	User	
	Cost Center	
	Organization Level	
	Duration	
	PIN	
	Project code	
	Number dialed (destination)	
	Carrier used	
	Performance and traffic Analysis of the operation of the system. This must include at least the following information:	
	Measurement of response time	
	Measurement of the VoIP traffic	
	Statistics on the quality of VoIP calls	
	Statistics on the line-occupancy ratio for incoming calls	
	Reports and graphics on attendant, trunks and users traffic	
	Occupancy rates of the different internal and external links	
	Average time spent waiting for an attendant	
	It must generate reports of this activity by periods of time (hourly, daily, monthly)	
	Optional must provide:	
	Directory, module to manage the telephone directory. This must be LDAP compatible to be synchronized with other directory applications, must also allow web access and provide information on all desktops allowing click to call features to the users.	
	The management server should provide an application that offers a topological view of the telecommunications system that constitutes the organization's network, as well as the links that exist between sites.	
	The management platform must allow the administrator to generate reports and graphics of the activity per period of time in terms of traffic, accounting and alarms and giving the possibility to generate statistics of all this analysis. Those reports must be predefined but the option to personalize the	

KENYA UTALII COLLEGE, NAIROBI

	reports must be also available. These reports should be exportable in HTML, pdf, excel and LDAP(.ldif) formats	
	All PBX management applications (Fault & alarms, Configuration, Accounting and performance) should belong to a single platform and a single image for data storage, minimizing operation expenses.	
	Optionally the management platform should offer a monitoring module which allows the administrator to easily monitor the accounting thresholds of the users of cost centers in graphical interface and must allow to send an e-mail or an alarm in case of threshold crossing.	
	The management platform must include an troubleshooting & diagnosis tool accessible by WEB to be used by non expert administrators	
	The management platform should be able to be integrated with enterprise global network management platforms (like CA Unicenter TNG, HP Open view, or IBM Tivoli) using standard protocol SNMP.	

KENYA UTALII COLLEGE, NAIROBI

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) “**Applicable Law**” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “**Contract**” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “**Contract Price**” means the price to be paid for the performance of the Services.
- (d) “**Foreign Currency**” means any currency other than the Kenya Shilling;
- (e) “**GC**” means these General Conditions of Contract;
- (f) “**Government**” means the Government of the Republic of Kenya;
- (g) “**Local Currency**” means the Kenya Shilling;
- (h) “**Member**”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in **appendix A** to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- (i) “**Party**” means the Client or the Consultant, as the case may be and “Parties” means both of them;

KENYA UTALII COLLEGE, NAIROBI

(j) **“Personnel”** means persons hired by the Consultant or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;

(k) **“SC” means** the Special Conditions of Contract by which the GC may be amended or supplemented;

(l) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and

(m) **“Sub-consultant”** means any entity to which the Consultant subcontracts any part of the Services.

1.2 Law Governing

This Contract, its meaning and interpretation and the Contract relationship between the Parties shall be governed by the Laws of Kenya.

1.3 Language

This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the appendix A

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.

KENYA UTALII COLLEGE, NAIROBI

1.6 Authorized Representatives

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in **APPENDIX A**

1.7 Taxes and Duties

The Consultant, Sub-consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the **Appendix A**

2.2 Commencement Service

The Consultant shall begin carrying out the of Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the **Appendix A**

2.3 Modification

Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

2.4 Force Majeure

2.4.1 Definition For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.4.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.4.3 Extension Time

Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.4.4 Payments

During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 by the Client

The Client may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

(a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;

(b) If the Consultant becomes insolvent or bankrupt;

KENYA UTALII COLLEGE, NAIROBI

e) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

(e) if the Client in his sole discretion decides to terminate this Contract.

2.6.2 By the Consultant

The Consultant may terminate this Contract by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the following events;

(a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or

(b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses upon 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

(a) Remuneration for Services satisfactorily performed prior to the effective date of termination;

(b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3.0 OBLIGATIONS OF THE CONSULTANT

3.1 General obligations

The Consultant shall perform the Services and carry out his with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub-consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultant Not to benefit from Commission /Discounts

(i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole Benefit from remuneration in connection with this Contract or Commissions, the Services and the Consultant shall not accept Discounts, for his own

KENYA UTALII COLLEGE, NAIROBI

benefit any trade commission, Etc. discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub-consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

(ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub-consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

(iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable

Procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 Consultant and its affiliate not to be interested in the projects

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and its affiliates as well as any Sub-consultant and its affiliate, shall be disqualified from Otherwise providing goods, works or services (other than the Services and any continuation thereof) for any Project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor his sub-consultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or

3.3 Confidentiality

KENYA UTALII COLLEGE, NAIROBI

The Consultant, his sub-consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 The Insurance to be taken by Consultant

The Consultant (a) shall take out and maintain and shall cause any sub-consultant[s] to take out and maintain, at his (or the sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions Requiring Client's Approval

The Consultant shall obtain the Client's prior approval in writing before taking any of following actions;

- (a) Entering into a subcontract for the performance of any part of the Services,
- (b) Appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants").

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents prepared by the Consultant to be property of The Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client

KENYA UTALII COLLEGE, NAIROBI

together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4.0 CONSULTANT'S PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in **Terms of reference**.

4.2 Removal and or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications

b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5.0 OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

KENYA UTALII COLLEGE, NAIROBI

The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the Applicable Law

If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties.

5.3 Services and Facilities

The Client shall make available to the Consultant the Services and Facilities listed under **Appendix A**.

6.0 PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be

KENYA UTALII COLLEGE, NAIROBI

appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

KENYA UTALII COLLEGE, NAIROBI

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.

KENYA UTALII COLLEGE, NAIROBI

Given details of all directors as follows

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

Date Seal/Signature of Candidate

.....