

K.I.T.I

F/1 24/25

REPUBLIC OF KENYA

PAYMENT VOUCHER
(VOTED PROVISION)

Payee's Name and Address **TONYCOMM GROUP LTD P.O.BOX 441 NAKURU**

Particulars	LPO/LSO No.c/s	Invoice No.	Amount	
			Sh.	Cts
Being payment to the above named for provision of Internet services to the institute for the month of Sep 2025 as per the attached documents. <i>Att: 640t</i> <i>PAYMENT: 36480t</i>		945	37,120	00
			37,120	00

Amount payable (in words) **Thirty seven thousand one hundred twenty shillings only.**
Authority/Reference No.

<p align="center">EXAMINATION</p> <p>Voucher Examined by <i>[Signature]</i> Date: <i>30/6/25</i></p>		<p align="center">Internal Audit</p> <p><i>chg 14961/62.</i></p>	
<p align="center">VBC CERTIFICATE</p> <p>I certify that the expenditure has been entered in the Vote Book and that adequate funds to cover it are available against the chargeable item as shown here below: <i>Approved Estimates/Allocation--</i></p> <p>Item No..... KSh. <i>289592</i></p> <p>Less: Total expenditure plus commitments Ksh. <i>233000</i></p> <p>Balance --- <i>7658</i> Ksh. <i>15712</i></p> <p>Less: This ENTRY -Vch. No.....Ksh. <i>37120</i></p> <p>Balance -- <i>37425</i> Ksh. <i>18592</i></p> <p>Date: <i>30/6/25</i> Signature: <i>[Signature]</i> <i>Accountant i/c VBC</i></p>		<p align="center">AIE HOLDER CERTIFICATE</p> <p>I Certify that the expenditure detailed above has been incurred for the authorized purpose and should be charged to the item shown here below.</p> <p align="right">Director - K.I.T.I</p> <p><i>[Signature]</i> Signature Date 25-Jun-25 AUTHORIZATION NAKURU</p> <p>I certify that the rate/price charged is/are according to regulation/contract, fair and reasonable, that the expenditure has been incurred on proper authority and should be charged as under. <i>Where appropriate a certificate overleaf has been completed.</i> I hereby AUTHORIZE payment of the amount shown above without any alteration.</p> <p>Signature: <i>[Signature]</i></p> <p>Date: <i>30/06/2025</i> <i>Accounting Officer/District Accountant*</i></p>	
Vote: R. 1175 M.I	Head 1175000701 K.I.T.I	Sub-head 45605101 Nakuru	Item-2211010-supplies for broadcasting
A.I.E No. 082016	Account No 0-1175-1175000701-45605101-2211010-00001001-0302039999	Dept. Vch. No.	Station 3304
			CASH BOOK Vch. No. <i>1129</i> Date <i>30/6/25</i>
			AMOUNT 37,120 00

*Delete inapplicable title



PROFORMA INVOICE

TONYCOMM GROUP LTD

Amazing Grace Hse, 1st flr, room 5
Along Nakuru-Nyahururu Rd at Heshima
Email: tonycommgrouppltd@gmail.com
Phone: +254110345166

Tax Pin : P051783678Y
PIV No. 0012
Friday, June 27, 2025

Bill To:

KENYA INDUSTRIAL TRAINING INSTITUTE
Phone +254723542227
NAKURU

Invoice Date: Friday, June 27, 2025
Invoice No. 945

ID	Description	Quantity	Rate	Amount
1	Provision of internet services for the month of September 2025	1	32,000.00	32,000.00

Subtotal	32,000.00
Tax Rate	16%
Tax	5,120.00
Total	37,120.00

TERMS OF SALE AND OTHER COMMENTS

- * Payment is due on demand
- * Make all Cheques payable to Tonycomm Group Limited
- * MPESA PAYBILL : 4129711 ACCOUNT: PHONE NUMBER

Thank you for your business



TRIPPLICATE



REPUBLIC OF KENYA

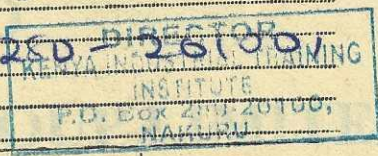
0404917

LOCAL SERVICE ORDER

Suppliers are warned that this Order is INVALID unless availability of funds is confirmed here below by the Accountant I/C VBC.

To: _____ TENDER/QUOTATION REF. No. _____
 _____ CONTRACT REF. No. _____
 MS TONT COMM GROUP LIMITED, DATE _____ Nkuta Acc 136/2024-2026-001
 P.O. BOX 441-20100, REQUISITION No. _____
 NAKURU, DATE _____ 30/6/25
 Please carry out the services listed here below at (full address)

on terms and conditions stated on the back of this Order, on or before _____
 and send the invoices immediately to Department/Ministry, _____
 P.O. Box _____



Item No.	Description of Service	Cost	
		Sh.	cts.
	1 Provision of internet connection services for the month of September, 2025	3720	00
TOTAL .. Sh.			

Signature _____ Vote _____
 Designation _____ Head _____ 1175 / 3720 00
 Station _____ Sub-Head _____ Item _____
 Date _____ A/C No. _____

I confirm that funds are available and that commitment has been noted in the Vote Book. *SP for Broadcasting*

Signature _____
Accountant I/C VBC

Date _____ I acknowledge receipt of this Order _____ Supplier _____

(Refer to the conditions of acceptance overleaf)

[P.T.O.]

TRIPPLICATE

REPUBLIC OF KENYA

CONTRACT AGREEMENT
BETWEEN
KENYA INDUSTRIAL TRAINING INSTITUTE
AND
TONYCOMM GROUP LIMITED
P. O. BOX 441-20100
NAKURU
Email: tonycommgrouppltd@gmail.com
FOR
PROVISION OF INTERNET CONNECTIVITY
SERVICES AT
KITI
CONTRACT NO: RFQ NO. KITI/10/2024/2025
FEBRUARY 2025-JUNE 2026

CONTRACT AGREEMENT

THIS AGREEMENT has been made on this _____ day of _____ (Month) _____ (Year) at Nakuru **BETWEEN KENYA INDUSTRIAL TRAINING INSTITUTE** (hereinafter referred to as the "Customer") having it's office at Nakuru along Nakuru Solai road and of P.O Box 280-20100 Nakuru.

And

TONYCOMM GROUP LIMITED (hereinafter referred to as "The Service Provider") having its Office at Heshima Amazing Grace Plaza along Nakuru -Solai Road and of P.O box 441-20100 Nakuru AND whereas the Customer has invited and prequalified Tonycomm Group Limited to provide internet connectivity services to its premises as per the terms and conditions, specifications and general conditions of the contract, as attached along with this agreement.

AND whereas the said terms and conditions, specifications as well as the scope of work to be done, as set out in the General Conditions of the contract, have been accepted and signed by the Service Provider.

AND whereas The Service Provider has agreed to execute, upon and subject to the condition set forth herein, (hereinafter referred to as the said conditions) the work shown in the General Conditions of the Contract.

NOW therefore it is hereby agreed as follows:

1. The scope of work and prices Schedule of Quantities and conditions shall be according to the terms and conditions of this contract and the decision of the mutually agreed sole Arbitrator as appointed by the parties, in reference to all matters of dispute in relation to this agreement or otherwise pertaining to the general condition of the contract shall be final and binding on both parties.
2. In consideration of the payments to be made to the Service Provider, as hereinafter provided and agreed to by both the parties, the Service Provider shall upon and subject to the said condition execute and complete the contract.
3. The Customer shall pay the Service Provider such sums as shall become payable hereunder at the time and in the manner specified in the said conditions. All accounts are payable in full upon receipt of invoice, failure of which, the Services will be suspended until payment in full. The Service Provider reserves the right to change the prices, fees, Services and/or the Terms of this Agreement in the future. Unless this Agreement or applicable law specifies otherwise, The Service Provider shall give you thirty (30) days prior notice of any significant change to this Agreement. If you find the change unacceptable, you have the right to cancel for the Service(s). However, if you continue to receive Service(s) after the end of the notice period (the "Effective Date") of the change, we will consider that you have accepted the changes.
4. The Customer further understands and agrees that all setup fees, one-off charges, annual fees and monthly internet subscriptions are due and payable in full in advance, and without any deduction or set-off of any nature whatsoever.
5. The said conditions and appendix thereto shall be read and constructed as forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and perform the agreement on their parts respectively in such conditions contained.
6. The Customer understands, agrees and acknowledges that these Terms constitute a legally binding agreement between the Customer and The Service Provider and that the Customer's subscription

and use of The Service Provider Services expressly indicate that the Customer has read, understood and accepted these terms and conditions.

IN WITNESS WHERE OF, the parties here to have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of the Kenya Industrial Training Institute

Name: WABWILE SIMMYU
Title: DIRECTOR
Signature: [Signature]
Date: 01/02/2025

For and on behalf of The Service Provider

Name: CHALL KAGAYU
Title: ACCOUNTANT
Signature: [Signature]
Date: 1/02/2025

TONYCOMM GROUP LTD
★ 01 FEB 2025 ★
P. O. Box 444-20100,
NAKURU

GENERAL TERMS AND CONDITIONS OF THE CONTRACT FOR PROVISION OF INTERNET SERVICES

1. WHEREAS the Customer invited for the provision of **INTERNET CONNECTIVITY** and has accepted a Quotation by the sum of **KSHS. 37,120 (KENYA SHILLINGS THIRTY SEVEN THOUSAND ONE HUNDRED TWENTY ONLY)** per month (hereinafter called "the Contract Price").
2. The rates so fixed are inclusive of all taxes, duties, and levies etc imposed by the Government and Local Bodies as on the date of award of the service to be rendered.
3. All payments shall be made through Cheques, payable to **TONYCOMM GROUP LIMITED or Via RTGS/EFT to Equity Bank Account No. 1460278820899 In favour of TONYCOMM GROUP LIMITED**
4. In consideration of the payments to be made by the Customer to the *service provider* as hereinafter mentioned, the *service provider* hereby covenants with the Customer to provide the services and remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Customer hereby covenants to pay the service provider in consideration of the provision of the services 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.
6. **Terms of Payment**
The Contract Price shall be paid One hundred (100) percent of the Contract Price for Services.
7. **Contract Price**
The price charged by the Service Provider under the Contract shall not vary from the price quoted by the Service Provider in its quotation for the specified time duration.
8. **Service termination**
 - a. The Service will continue until terminated in accordance with this Agreement. When the Customer subscribes to the Service for a fixed term, the subscription will automatically be renewed at the expiry of the term, on a monthly basis, unless the Customer terminates in accordance with the provisions of this Agreement.
 - b. The Customer may terminate this Agreement at any time by a thirty (30) days' written notice to the service provider. The Customer agrees that if the he/she has paid subscription to the Service in advance and the Service is subsequently terminated prior to the expiry of the subscription period paid for, then:
 - a. For monthly subscriptions, the Customer will not be entitled to a refund of or credit for any amount paid for the unused portion of the subscription period;
 - b. For multi-month subscriptions, the service provider may, depending on the circumstances of the termination of the Service, refund or credit for any amount paid for the unused portion of the subscription period.
 - c. The service provider will terminate this Agreement and deactivate the Service at any time without providing notice to the Customer if:
 - i. The Customer fails to make payment when it is due; and it remains unpaid for a period of ninety (90) days;
 - ii. The service provider receives confirmation that the Customer has received the Service, or any part of the Service without paying for it; or

- iii. The Customer otherwise breaches or causes breach of this Agreement. If the Service is terminated for any reason, the Customer remains responsible for payment of all outstanding amounts that may have accrued on the Customer's account

9. Notices

Any notice given by one party to the other pursuant to the Contract shall be in writing.

10: Language

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Service Provider and the customer, shall be written in the English Language.

11. Governing Law

The Contract shall be governed by and interpreted in accordance with the Laws of Kenya, unless otherwise specified hereunder.

12. Settlement of Disputes

The customer and the Service provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If the parties have failed to resolve their dispute or difference by such mutual consultation, either the Customer or the Service provider may give notice to the other party of its intention to commence arbitration. The dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.

13. Service Provider Responsibilities

The Service Provider shall supply all the services included in the Schedule of Requirements in the quotation documents.

14. Inspections and Tests

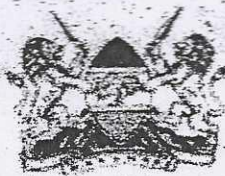
The Service Provider shall at its own expense and at no cost to the Customer carry out all such tests and/or inspections of the works or Services to confirm their conformity to technical specifications.

CUSTOMER'S CONSENT

I agree to abide by the terms and conditions specified above and hold myself responsible for payment of all set-up fees, one-off charges, annual fees (if any) and monthly internet subscriptions and all other relevant charges until such a time as the agreement is terminated in accordance with the agreement.

For and on behalf of the Kenya Industrial Training Institute

Name: WABWILE SIMIU
Title: DIRECTOR
Signature: [Handwritten Signature]
Date: 01/02/2025



OFFICE OF THE PRESIDENT
 MINISTRY OF INTERIOR AND NATIONAL ADMINISTRATION

Telegrams: "DISTRICTER" Nakuru
 Telephone: 050-41816/8
 When replying please quote

COUNTY PROCUREMENT OFFICE
 NAKURU COUNTY
 P.O BOX 81-20100
NAKURU.

15TH NOVEMBER, 2024

OUR REF: NKU/CTY/CC/36/2024-2026-001

M/S TONYCOMM GROUP LIMITED
 P.O BOX 441-20100, NAKURU
 Tel: 0718742693

NOTIFICATION OF AWARD

TENDER NO. NKU/CTY/CC/36/2024-2026 - PROVISION FOR INTERNET CONNECTIVITY SERVICES AND CCTV INSTALLATION

We have the pleasure of informing you that your tender has been accepted by the Government as indicated above subject to;

- (a) The works, services & goods supplied must conform to the specification/samples submitted in all respects.
- (b) Supply/Delivery must be in accordance with the conditions of contract agreement
- (c) Deliveries must be made in accordance with information shown in the pertinent column of the schedule and should be covered by a Purchase Order signed by an Authorized Officer of the Ministry/Department & Institution
- (d) The goods are to be packed in units as shown in your tender and suitability packed for long term storage in containers of sufficient strength to withstand rough handling and capable of stacking.

Please acknowledge the receipt of this letter signifying your acceptance within 7 days from 15th November, 2024 on duplicate copy and have it duly witnessed where shown.

NYABUTO MIREGA
FOR: COUNTY COMMISSIONER
NAKURU COUNTY

CC
 Acknowledgement of receipt for and on
 Behalf of

Witnessed By:

Name of the Bidder TONYCOMM GROUP LIMITED
 Signature [Signature]
 Stamp
 Tel No. 0718 74 2693
 Date 21/11/2024

Name MARGARET NGIGI
 Signature [Signature]
 Tel No. 0713403503
 Date 21/11/2024

