# **Kathangaita University of Science and Technology**

P.O. BOX. 190-50100 Kathangaita, TEL: +057-250523646/3,0745535335, FAX: +056-30150 Email: info@kaust.ac.ke, web: www.kaust.ac.ke

# **TENDER AGREEMENT**

Agreement No: AGR-201-2025

# AGREEMENT FOR PRINTING MEAL CARDS

This Agreement is made on July 31, 2025 between:

# PARTIES TO THE AGREEMENT

## FIRST PARTY (The Procuring Entity)

Name: Kathangaita University of Science and Technology

**Address:** P.O. BOX. 190-50100 Kathangaita **Contact:** +057-250523646/3, info@kaust.ac.ke

Hereinafter referred to as "The University" or "First Party"

### **SECOND PARTY (The Contractor)**

Company Name: Vuthua Mbande Registration Number: CRN-001

**Tax PIN: 12345AP** 

Contact Person: Peter Mutunga

Address: Juja, Juja, Kenya

Phone: 0796652879

Email: vuthua@gmail.com

Hereinafter referred to as "The Contractor" or "Second Party"

### TENDER DETAILS

### **Printing Meal Cards**

Project Description: A tender to print meal cards for our school

Contract Value: KES 20,000.00 Project Start Date: August 5, 2025 Project End Date: February 5, 2026

### **TERMS AND CONDITIONS**

#### 1. SCOPE OF WORK

The Contractor agrees to provide all services, materials, equipment, and labor necessary for the completion of Printing Meal Cards as specified in the tender document and in accordance with the technical specifications provided by the University.

#### 2. CONTRACT PRICE

The total contract price is KES 20,000.00 (Kenya Shillings) inclusive of all applicable taxes, duties, and charges. Payment shall be made according to the payment schedule outlined in the tender document.

#### 3. PROJECT DURATION

The project shall commence on August 5, 2025 and shall be completed by February 5, 2026. Time is of the essence in this contract, and any delays must be approved in writing by the University.

#### 4. QUALITY STANDARDS

All work performed under this agreement must meet industry standards and specifications as outlined in the tender document. The University reserves the right to inspect and approve all work at various stages of completion.

#### 5. WARRANTY

The Contractor warrants all work performed and materials supplied for a period of twelve (12) months from the date of completion and acceptance by the University. Any defects arising during this period shall be rectified at no cost to the University.

#### 6. INSURANCE AND LIABILITY

The Contractor shall maintain adequate insurance coverage including professional indemnity, public liability, and work-men's compensation insurance. The Contractor shall indemnify the University against all claims arising from the performance of this contract.

#### 7. TERMINATION

This agreement may be terminated by either party upon thirty (30) days written notice. In case of termination, the Contractor shall be compensated for work satisfactorily completed up to the date of termination.

#### 8. GOVERNING LAW

This agreement shall be governed by the laws of Kenya. Any disputes arising shall be resolved through arbitration in accordance with the Arbitration Act of Kenya.

# **SIGNATURES**

Title: \_\_\_\_\_

Date: \_\_\_\_\_

For Kathangaita University of Science and Technology

Name: \_\_\_\_\_\_

Name: Peter Mutunga

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By signing below, both parties agree to be bound by the terms and conditions of this agreement: