

Kathangaita University of Science and Technology

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TENDER AGREEMENT

Agreement No: AGR-206-2025

AGREEMENT FOR SUPPLY MAIZE

This Agreement is made on **August 10, 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: VTB-0023

Tax PIN: A00304P

Contact Person: Peter Mutunga

Address: 01001, Juja, Cel

Phone: 0759022956

Email: vuthua@gmail.com

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

TENDER DETAILS

Supply Maize

Project Description: A tender to supply the school with maize

Contract Value: KES 50,000.00

Project Start Date: September 8, 2025

Project End Date: December 31, 2025

TERMS AND CONDITIONS

1. SCOPE OF WORK

The Contractor agrees to provide all services, materials, equipment, and labor necessary for the completion of Supply Maize 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 50,000.00 (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 September 8, 2025 and shall be completed by December 31, 2025. 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 workmen'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

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

For Kathangaita University of Science and Technology

For Vuthua Mbande

Name: _____

Name: Peter Mutunga

Title: _____

Title: _____

Date: _____

Date: _____
