

# **KCA UNIVERSITY**



## **EXPRESSION OF INTEREST DOCUMENT**

### **FOR PROVISION OF ISO 21001-2018 CONSULTANCY SERVICES**

**TENDER NO. KCAU/ ISO 21001-2018/01/2023**

**KCA University Thika Road, Ruaraka**

**P.O. Box 56808, 00200 Nairobi.**

**Tel: (+254 2) 8070408-9**

**Cell: (+254) 734888022/0710888022**

**EMAIL: [kcau@kcau.ac.ke](mailto:kcau@kcau.ac.ke)**

**3rd August 2023**

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## **REQUEST FOR EXPRESSION OF INTEREST FOR PROVISION OF ISO 21001-2018 CONSULTANCY SERVICES**

KCA University invites eligible service providers for expression of interest to provide **ISO 21001-2018** training services to its staff located in its campuses located in Ruaraka, Kitengela, Kisumu, and Nairobi CBD. The consultancy services shall entail in the first phase training on ISO 21001-2018 awareness training for top management, general awareness training for all staff, and training of ISO implementation champions, training of internal ISO champions and quality auditors. The training is to enable University, in the second phase, to (i) design, develop, and document the quality management systems (QMS) and assess risks (ii) implement the quality management systems and (iii) evaluate performance of the implemented Quality Management System through internal audits to be performed by the trained ISO internal auditors. In the ISO 21001-2018 certification phase, the required consultancy services include verification, external audit, and subsequent registration of the implemented QMS.

Interested service providers should provide information indicating that they are qualified to provide the above services by submitting their **company profile, capability statement, description of similar assignments and availability of appropriate skills mix among staff**. Interested consultants may obtain further information by contacting **The Acting Manager, Procurement and Stores, KCA University, P. O. Box 56808, 00200 Nairobi** or email **a.cheboi@kcau.ac.ke**.

The expression of interest packages should be clearly marked:

### **EXPRESSION OF INTEREST FOR PROVISION OF ISO 21001-2018 CONSULTANCY SERVICES TENDER NO. KCAU/ ISO 21001-2018/01/2023**

The packages should be enclosed in plain sealed envelopes, and deposited in the tender box provided at the Procurement Office, KCA University, Ruaraka campus in TPC Building on Thika Road, Ruaraka during normal office working hours i.e. **Monday to Friday between 8.00 a.m. to 1.00 p.m. and 2.00 p.m. to 5.00 p.m. (Excluding public holidays)** and addressed as follows:

**The Vice Chancellor & CEO,  
KCA University,  
Thika Road, Ruaraka,  
P.O. Box 56808- 00200,  
NAIROBI**

To be received on or before 3<sup>rd</sup> August 2023 at 11.00am. Electronic bidding will **NOT** be permitted, and late bids will be rejected. Tenders will be opened immediately thereafter in the presence of the tenderers' representatives who choose to attend the opening at **KCA University SOB Boardroom at 11.00 a.m.** local time

## **SECTION II – INSTRUCTIONS TO TENDERERS**

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## **SECTION II: INSTRUCTIONS FOR EOI**

### **2.1 Contents of tender documents**

2.1.1. The tender document comprises of the documents listed: -

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Contract form
- vii) Confidential business questionnaire form

The Tenderer is expected to examine all instructions, forms, terms, and specifications 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.

### **2.2 Tender Prices**

- 2.2.1** The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.2.2** Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.2.3** 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 non-responsive and will be rejected.
- 2.2.4** Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.2.5** Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price. However, in the event that the provider considers doing so he must initiate a discussion with the University before such variations are affected.

**2.2.6** Price variation requests shall be processed by the KCA University within 30 days of receiving the request

### **2.3 Tenderers Eligibility and Qualifications.**

**2.3.1** Pursuant to Clause 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 its tender is accepted.

**2.3.2** The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the KCA University's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

### **2.4 Validity of Tenders**

**2.4.1** Tenders shall remain valid for 60 days or as specified in the invitation to tender after date of tender opening prescribed by the KCA University. A tender valid for a shorter period shall be rejected by the KCA University as nonresponsive.

**2.4.2** In exceptional circumstances, the KCA University 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. A tenderer granting the request will not be required nor permitted to modify its tender.

### **2.5 Sealing and Marking of Tenders**

**2.5.1** The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

(a) be addressed to the KCA University at the address given in the invitation to tender in page 3

(b) bear, tender number and name in the invitation to tender and the words:

"DO NOT OPEN BEFORE **3<sup>rd</sup> August 2023 at 11.00am**

"

2.5.2 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".

2.5.3 If the outer envelope is not sealed and marked as required by paragraph 2.5.2, the KCA University will assume no responsibility for the tender's misplacement or premature opening.

## **2.6 Deadline for Submission of Tenders**

**2.6.1** Tenders must be received by the KCA University at the address specified on page 3 not later than **3<sup>rd</sup> August 2023 at 11.00am**

2.6.2 The KCA University may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.4.2, in which case all rights and obligations of the KCA University and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.6.3 Bulky tenders which will not fit in the tender box shall be received by the KCA University as provided for in the appendix.

## **2.7 Opening of Tenders**

2.7.1 The KCA University will open all tenders in the presence of tenderers' representatives who choose to attend, **on 3<sup>rd</sup> August 2023 at 11.00am**

and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.7.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and such other details as the KCA University, at its discretion, may consider appropriate, will be announced at the opening.

2.7.4 The KCA University will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.8 Clarification of tenders**



- 2.8.1 To assist in the examination, evaluation and comparison of tenders the KCA University 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 shall be sought, offered, or permitted.
- 2.8.2 Any effort by the tenderer to influence the KCA University in the KCA University's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.9. Contacting the KCA University**

- 2.9.1 Subject to paragraph 2.9, no tenderer shall contact the KCA University on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.9.2 Any effort by a tenderer to influence the KCA University in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

## **2.10 Award of Contract**

### **a) Post qualification**

- 2.10.1 In the absence of pre-qualification, the KCA University will 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.
- 2.10.2 The determination will consider the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the KCA University deems necessary and appropriate.
- 2.10.3 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 KCA University will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **b) Award Criteria**

2.10.4 Subject to paragraph 2.20 the KCA University 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.

2.10.5 The KCA University 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 KCA University's action. If the KCA University determines that none of the tenderers is responsive; the KCA University shall notify each tenderer who submitted a tender.

2.10.6 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.

### **2.11 Notification of award**

2.11.1 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.

2.11.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the KCA University pursuant to clause 2.22 simultaneously the other tenderers shall be notified that their tenders have not been successful.

### **2.12 Signing of Contract**

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

2.12.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the KCA University.

2.12.3 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.

### **2.13 Corrupt or Fraudulent Practices**

2.13.1 The KCA University requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts.

The KCA University 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;

2.13.2 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in KCAU Procurement.

### **APPENDIX TO INSTRUCTIONS TO THE TENDERERS**

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

<b>Instructions to tenderers</b>	<b>Particulars of appendix to instructions to tenderers</b>
2.3	Eligibility - <b>All shortlisted firms</b>
2.3.1	Particulars of eligibility and qualifications documents of evidence required - see <b>confidential Business questionnaire and special conditions plus Financial and technical capacity.</b>

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

### **3.1 Definitions**

In this contract the following terms shall be interpreted as indicated:

- a) "The contract" means the agreement entered into between the KCA University 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 contractor including materials and incidentals which the tenderer is required to provide to the KCA University under the Contract.
- d) "The KCA University" means the organization sourcing for the services under this Contract.
- e) "The contractor" means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

### **3.2 Application**

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

### **3.3 Standards**

**3.3.1** The services provided under this Contract shall conform to the 9 standards mentioned in the Schedule of requirements on page 15-16.

### **3.4 Inspections and Tests**

**3.4.1** The KCA University or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The KCA University shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

**3.4.2** The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, shall be furnished to the inspectors at no charge to the KCA University.

**3.4.3** Should any inspected or tested services fail to conform to the

Specifications, the KCA University may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the KCA University.

### **3.5 Payment**

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

### **3.6 Prices**

Prices charged 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 by the tenderer in its tender or in the KCA University's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.7 Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the KCA University's prior written consent.

### **3.8 Termination for Default**

The KCA University may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer 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 KCA University. if the tenderer fails to perform any other obligation(s) under the Contract.
- b) if the tenderer, in the judgment of the KCA University has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

C ) In the event the KCA University 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 undelivered.

### **3.2 Termination for Insolvency**

The KCA University may at the 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 produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the KCA University.

### **3.3 Termination for Convenience**

- 3.13.1 The KCA University 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 KCA University 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 KCA University may elect to cancel the services and pay to the contractor on agreed amount for partially completed services

### **3.14 Resolution of Disputes**

The KCA University's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15 Force Majeure**

The contractor shall not be liable *for* 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.

### **3.16 Applicable Law**

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

### **3.17 Notices**

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 E-mail and confirmed in writing to the other party's address specified in the SCC

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

## SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.5	Specify method and conditions of payment – <b>30 days after presentation of an invoice and all other relevant documents.</b>
3.6	Specify price adjustments allowed - only <b>under written agreement</b>
3.14	Specify resolution of disputes - through <b>Chartered Institute of Arbitration Kenya Chapter</b>
3.16	Specify applicable law – <b>The laws of Kenya</b>
3.17	Indicate addresses of both parties - KCAU <b>physical address is as given on the top page</b>



## **SECTION V – SCHEDULE OF REQUIREMENTS FOR TENDER FOR ISO 21001-2018 TRAINING SERVICES.**

### **TERMS OF REFERENCE FOR ISO 21001-2018 TRAINING AND DOCUMENTATION IMPLEMENTATION SERVICES.**

#### **Background**

KCA University is a non-profit higher education institution chartered by the Commission for University Education (CUE). The vision of the University is to be an innovation driven globally competitive business and technology university promoting integrity, diversity, and teamwork with a mission to be a creative business and technology university, training employable and market driven graduates for sustainable economic development. Currently, the University has over 18,000 students spread across four campuses in Ruaraka (Main Campus), City centre (Town campus), Kisumu (Western campus), and Kitengela town (Kitengela campus). KCA University is aiming at streamlining and improving its management system and internal processes and attain the ISO 21001-2018 certification. The university has a total staff of 294 fully established under different functions.

#### **Purpose and Justification:**

KCA University requires the services of a competent firm to conduct a pre-assessment of the University and provide necessary support to prepare for the requirements of ISO 21001-2018 certification. The terms of reference for the consultant will include the following.

#### **Task 1: ISO 21001-2018 System Implementation training**

- i. Develop a customized training course material for conduct of all necessary trainings for all levels of staff. Training should have (Awareness training for Top management and general staffs based on ISO 21001-2018 standard, Internal auditors training based

on ISO 19011:2018 and demonstrate its compatibility with ISO 21001-2018, Implementer's training based on ISO 21001-2018 standard and risk management based on ISO 31000:2019 and demonstrate its compatibility with ISO 21001-2018).

- ii. Conduct trainings on ISO 21001-2018 that will include the following levels
  - a) Top/Senior management briefing; an overview of the requirements of the standards, implementation methodology and benefits to the University.

Awareness training for selected employees of the University on the requirements of the standards, their role in implementation and maintenance of the systems and the benefits to the University.

- b) Implementer's training-based clause by clause on ISO 21001-2018 standard demonstrating on ISO 21001-2018 planning, documentation, implementation, and internal auditing of the quality management system for the University ISO project steering team
- c) Train and qualify selected ISO champions of the University as internal auditors and at least 5 Lead auditors from CQI-IRCA ISO 21001-2018 programme.

#### **Key deliverables and expected output for task 1**

- a) Training reports attendance on ISO 21001-2018
- b) Trained and provide certificates
- c) Qualified CQI/IRCA ISO 21001-2018 lead trainers to undertake (awareness, Internal auditors, Risk management, Implementers & lead auditors)
- d) For lead auditors should be accredited under CQI/IRCA ISO 21001-2018 program.
- e) Share training materials in soft and hardcopy for the University,

which shall be used for future reference in maintaining the system.

- f) No. of staffs to be trained is as follows.

<b>Training Details</b>	<b>No. of staffs to be trained</b>
Executive Awareness training (top management)	25
General awareness training (All staffs)	294
Internal audits (selected ISO champions)	30
Risk management (selected ISO champions)	30
Implementer's training (selected ISO champions)	30
Lead Auditors (selected ISO champions)	30

### **Qualifications and experience for system implementation training**

The Consultant shall have the following qualifications and experience:

**1) The Trainer**

- a) At least 3 trainers
- b) Must have a Bachelors' degree in a relevant field.
- c) Must have relevant professional qualifications from CQI/IRCA in Quality Management.  
Must have not less than 5 years' experience in ISO related training services.

**2) The Firm:**

- a) Must provide accredited: CQI/IRCA ISO 21001-2018 training services to at least five institutions which is ISO 21001-2018 Certified or is at an advanced stage of ISO 21001-2018 certification.
- b) Must be NITA licensed.
- c) Must provide a reference letter or LPO, or Award letter from at least four institutions trained on ISO 21001-2018 on similar trainings.

## **Task 2: documentation and iso implementation**

- i. Determine the scope of ISO 21001-2018 implementation under the first phase and finalize the same through discussion with the KCA University ISO project steering team.
- ii. Define methodology and work plan of implementing the assignment up to application for certification
- iii. Perform a gap analysis of the existing management system/documentation of the University against the requirements of the standards and produce a gap analysis report
- iv. Finalize an activity plan with the University ISO project steering team based on GAP analysis and ISO 21001-2018 requirements
- v. Assist in coordination of required management progress reviews during the QMS installation.
- vi. Develop all necessary documentation including risk-based management as required in ISO 21001-2018 and guide the University ISO project steering team on implementing the same.
- vii. Advise the University ISO project steering team on change management strategies and the success factors to support effective implementation of the system.
- viii. Assist in planning, conduct and guide the initial internal audits using the trained and qualified employee as Internal Auditor.
- ix. Assist in evaluation of performance of the implemented ISO 21001-2018 Quality Management System through internal audits including addressing non-conformities, review of corrective actions taken and documentation of such reviews.
- x. Assist in coordination and participate (as observer) in first management reviews after the conduct of internal audits.
- xi. Provide guidance in the preparation and review of final documents prior to application for certification.
- xii. Guide the University ISO project steering team to complete the application package for certification and in addressing the necessary correction or corrective actions on identified from certification application review (desk audit), onsite certification audit, and any necessary final review of documentation

### **Key deliverables and expected output for task2**

- a) Inception report including a Project plan within two (2) weeks of signing the contract.
- b) Gap analysis report within two (2) weeks of signing Contract.
- c) Provision of comprehensive guidelines for the development of ISO documents and facilitate this effort through consulting and appropriate training.
- d) Preparation/provision of mandatory procedures & work instructions required by the standard, records forms and developing the quality policy, quality objectives and quality manual.
- e) Revision of existing Standard Operating Procedures and development of new procedures where necessary in consultation with the process owners and the ISO team and in line with the University strategic objectives and ISO standard requirements.
- f) Provision of weekly progress reports for the following: Management & Staff Sensitization, Training of documentation team/process owners, documentation review and validation meeting, training of Internal Quality Auditors and report on the first Internal Quality Audit.
- g) Ensure that staff are appropriately understand on the requirement and processes of ISO 21001-2018 for.
  - Quality management principles
  - Requirements of the ISO 21001-2018 Standard
  - Requirements of established Organization QMS
  - Statutory and regulatory requirements
  - Generation and maintenance of QMS records

- h) Provision of a final report on the project at the end of the contract detailing the scope, the deliverables, and the status at the end of the contract period.

**Qualifications and experience to offer documentation and iso implementation**

- 1) At least two members of the Team must:
    - a) Have relevant professional qualifications in Quality Management or equivalent.
    - b) Must have not less than two years' experience in ISO related consultancy services.
    - c) Must have provided ISO 21001-2018 consultancy services to at least one institution which is ISO 21001-2018 Certified or is at an advanced stage of ISO 21001-2018 certification.
- Must provide a reference letter from one institution successfully consulted for in ISO 21001-2018 Certification and which is currently ISO 21001-2018 Certified or is at an advanced stage of ISO 21001-2018 certification.

**FIRM REPRESENTATIVE**

**NAME:** .....

**DATE:** .....

**TITLE:** .....

**SIGNED:** .....

**NAME OF ORGANIZATION:** .....**STAMP**.....

## **SECTION VI - STANDARD FORMS**

### **a) CONTRACT FORM**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_ 20\_\_ between..... [Name of procurement entity] of [Country of Procurement entity] (Hereinafter called "the KCA University") of the one part and ..... [Name of tenderer] of ..... [City and country of tenderer] (Hereinafter called "the tenderer") of the other part.

WHEREAS the KCA University invited tenders for certain materials and spares. Viz..... [Brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of ..... [Contract price in words and figures]

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings 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 KCA University's Notification of Award.
3. In consideration of the payments to be made by the KCA University to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the KCA University to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The KCA University hereby covenants to pay the tenderer in consideration of the provision of the materials and spares 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 KCA

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

in the presence of \_\_\_\_\_.



## b) 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 applied 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 ..... (Attach Copy)  
Maximum value of business which you can handle at any one time – Kshs.  
.....  
Name of your bankers .....  
Branch .....  
KRA Tax Compliance Certificate... (Attach copy)  
Business Permit No (Attach copy)

### Part 2 (a) – Sole Proprietor

Your name in full.....Age .....  
Nationality .....Country of origin .....  
2 Citizenship details .....  
•

	<b>Part 2 (b) Partnership</b> Given details of partners as follows:			
	Name	Nationality	Citizenship Details	Shares
	1.	.....		
	2.	.....		
	3.	.....		
	4.	.....		
	<b>Part 2 (c ) – Registered Company</b> 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	.....		
Date ..... Signature of Candidate .....				

If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration.

**c) LETTER OF NOTIFICATION OF AWARD**

Address of KCA University

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.

**Amos Cheboi.**

**Ag. MANAGER, PROCUREMENT & STORES**  
**(a.cheboi@kcau.ac.ke)**