



**LEWA WILDLIFE CONSERVANCY**

**PREQUALIFICATION OF SUPPLIERS FOR SUPPLY/PROVISION OF  
GOODS, WORKS AND SERVICES FOR**

**THE PERIOD BETWEEN**

**19<sup>TH</sup> JULY 2019 TO 18<sup>TH</sup> JULY 2021**

**PREQUALIFICATION**

**NUMBER:**

**LWC/PQ /2019**

**MAY 2019**

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## 1.0. INTRODUCTION

The Lewa Wildlife Conservancy (LWC) is based at the foothills of Mount Kenya, works as a model and catalyst for the conservation of wildlife and its habitat. We do this through the protection and management of species, the initiation and support of community conservation and development programmes, and the education of neighbouring areas in the value of wildlife.

For Lewa Wildlife Conservancy to carry out its work in an efficient manner, we are undertaking supplier pre-qualification exercise for the selection of potential suppliers of various goods and services. The purpose of this exercise is to promote supplier partnership and to improve on the quality of products and services whilst achieving the most competitive prices.

## 2.0: CATEGORIES OF GOODS, WORKS AND SERVICES

LWC invites tenders from interested and eligible firms for pre-qualification of suppliers in under listed categories for the period 2019 - 2021. Pre-qualification documents containing detailed, requirements and terms and conditions can be downloaded from our website:

[www.lewa.org](http://www.lewa.org)

TENDER NO.	DESCRIPTION
CATEGORY A	PROVISION OF SERVICES
LWC/001/2019	Provision of Occupational health and safety training, fire marshals training and first aid training
LWC/002/2019	Provision of Occupational Health and Safety External Audit, Fire Audit, Equipment inspection, Noise survey audit
LWC/003/2019	Provision of swimming pool equipment repair and maintenance and supply of products
LWC/004/2019	Provision of maintenance and servicing of kitchen and laundry equipment
LWC/005/2019	Provision of maintenance and servicing of carpentry and workshop equipment such as plainer machine, welding machine, trolley jacks, compressor, chain block etc.
LWC/006/2019	Provision of taxi services
LWC/007/2019	Provision of Insurance Services, Staff Medical, WIBA, GPA, EL, Motor vehicles, Public Liability, Pension Trustees cover, Directors Liability cover, etc.
LWC/008/2019	Provision of air and ticketing services
LWC/009/2019	Provision of tourist vehicles car hire
LWC/010/2019	Provision of servicing and maintenance of specialized plants and machinery mainly: Same tractors, JCB, Valtract & New Holland tractors and frontend loader.

LWC/011/2019	Provision of servicing and maintenance of radio communication equipment (VHF)
LWC/012/2019	Provision of servicing and maintenance of fire equipment
LWC/013/2019	Provision of hospitality services (Hotel accommodation and Conference facilities)
LWC/014/2019	Provision of catering services
LWC/015/2019	Provision of repair , maintenance of PABX Switch board and extension lines
LWC/016/2019	Provision of videographer and photography services
LWC/017/2019	Provision of graphic design, layout and artwork services
LWC/018/2019	Provision of general printing Services
LWC/019/2019	Provision of events organizing services
LWC/020/2019	Provision of Interior design, furnishing and decoration Services including draping services
LWC/021/2019	Provision of consultancy services (firms or individuals) for capacity building, training, and facilitation,
LWC/022/2019	Provision of consultancy services (firms and individuals) in research, surveys and management consultancy.
LWC/023/2019	Provision of Legal Services
LWC/024/2019	Provision of maintenance of Printers and Photocopiers
LWC/025/2019	Procurement of used plastics, scrap metal, glass, tins, old tires, obsolete IT equipment, furniture, drums, used oil etc.
LWC/026/2019	Provision of preventive service maintenance of IT equipment and repair of IT equipment
LWC/027/2019	Provision of solar panel installations, service and repair for hot water and power.
LWC/028/2019	Provision of desilting of dams and maintenance of rough roads
LWC/029/2019	Provision of kitchen equipment and cutlery
LWC/030/2019	Provision of electric wildlife fences
LWC/031/2019	Provision of carving and modelling services
LWC/032/2019	Provision of specialized cleaning services for toilet basins, bathtubs, sinks etc.
LWC/033/2019	Provision of fumigation services
LWC/034/2019	Provision of Environmental Impact assessment and environmental audits
LWC/035/2019	Servicing and maintenance of laboratory equipment

LWC/036/2019	Provision of taxidermy services
LWC/037/2019	Provision of aircraft servicing, repair and maintenance
LWC/038/2019	Provision of clearing and forwarding services
LWC/039/2019	Provision of remote sensing and mapping services
LWC/040/2019	Provision of bus hire services
<b>CATEGORY B</b>	<b>SUPPLY OF GOODS</b>
LWC/041/2019	Supply of steel doors, windows, beds etc.
LWC/042/2019	Supply of school furniture
LWC/043/2019	Supply, service and maintenance of computer equipment, printers, networking and accessories
LWC/044/2019	Supply and delivery of general office stationery
LWC/045/2019	Supply and delivery of office furniture and fittings and office furnishing
LWC/046/2019	Supply of branded merchandise
LWC/047/2019	Supply of green groceries
LWC/048/2019	Supply of dry cereals
LWC/049/2019	Supply of stationery/toners/cartridges/school books
LWC/050/2019	Supply of dry goods such as rice, maize flour, salt, cooking oil, batteries, toilet papers, shoe polish etc.
LWC/051/2019	Supply of spare parts for land cruisers, land rovers, Iveco, Mitsubishi, Maruti, Suzuki/Yamaha/Kibo motor bikes, hilux, etc.
LWC/052/2019	Supply of tractor spare parts - Same tract, JCB, New Holland
LWC/053/2019	Supply of generator spare parts - PERKINS, Lister
LWC/054/2019	Supply of lawnmower and spare parts
LWC/055/2019	Supply of vehicle paints
LWC/056/2019	Supply of house paints
LWC/057/2019	Supply of BOC gases - acetylene, mig, oxygen
LWC/058/2019	Supply of tools and equipment - Makita, Bosch, Kingtony
LWC/059/2019	Supply of welding machines and spare parts
LWC/060/2019	Supply of personal protective equipment
LWC/061/2019	Supply of glass and mirrors
LWC/062/2019	Supply of tiles and bathroom fittings
LWC/063/2019	Provision of IT data recovery service

LWC/064/2019	Supply of Total/ Afrigas/ K-gas cooking gas cylinders and refill
LWC/065/2019	Supply of oils and lubricants
LWC/066/2019	Supply of timber, fencing posts, roofing posts
LWC/067/2019	Supply of hardware items e.g. pipes (PVC, PPR, HDPE, GI) and fittings, block boards etc.
LWC/068/2019	Supply of avgas and jetA1
LWC/069/2019	Supply of vehicle and motor bike tires and tubes
LWC/070/2019	Supply of IT software
LWC/071/2019	Supply of data cloud back up service
LWC/072/2019	Supply of laboratory equipment and reagents
LWC/073/2019	Supply of IT equipment
LWC/074/2019	Supply of human medicine and wildlife veterinary drugs and consumables
LWC/075/2019	Supply of uniforms
LWC/076/2019	Supply of solar panels, batteries and inverters
LWC/077/2019	Supply of meat
LWC/078/2019	Supply of motor vehicles and tractors - Land cruiser, Land rover, Suzuki, Mitsubishi, Valtract, JCB, New Holland, Sametract
LWC/079/2019	Supply of mosquito nets, mattresses and bedding
LWC/080/2019	Supply of fencing materials, tools and equipment
LWC/081/2019	Supply of knitting and tailoring materials
LWC/082/2019	Supply of containers
LWC/083/2019	Supply of steel structures - unipots
LWC/084/2019	Supply of canvas materials, tents and bed rolls
LWC/085/2019	Supply of dog food and equipment
LWC/086/2019	Supply of fencing materials and equipment
LWC/087/2019	Supply of steel e.g. round bars, square tubes, expanded metal etc.
LWC/088/2019	Supply of motor vehicle batteries
LWC/089/2019	Supply of air conditioner
LWC/090/2019	Supply of aircraft oils and lubricants
LWC/091/2019	Supply of aircraft parts and accessories
LWC/092/2019	Supply of locks and safes
LWC/093/2019	Supply of binoculars, cameras and their accessories
LWC/094/2019	Supply of tree nursery supplies (seeds and propagation materials)

LWC/095/2019	Supply of Motorola radios, batteries and antennas
LWC/09640/2019	Supply of office telephone head sets
<b>CATEGORY C</b>	<b>CONTRACTORS</b>
LWC/097/2019	Construction and management, geotechnical, structural, transport, water, electrical works and architecture.

Completed prequalification documents should be in a plain sealed envelope clearly marked

**PREQUALIFICATION NOTICE**

PQ NO.....FOR.....

Addressed to:

The Evaluation Accounting Officer

LEWA WILDLIFE CONSERVANCY

Private Bag Isiolo, 60300

The Sealed Prequalification documents should be sent through the above address or be deposited in a tender Box located at Matunda Gate so as to reach us on or before 18th June 2019 not later than 5.00pm. LWC reserves the right to accept or reject any pre-qualification in part or whole and is not bound to give reasons for its decisions.

**SECTION 3**

**3.0 PREQUALIFICATION INSTRUCTIONS**

**3.1 INTRODUCTION**

The LEWA WILDLIFE CONSERVANCY hereinafter referred to as “Procuring entity” intends to pre-qualify firms for the supply and delivery of goods, works and services.

Prequalification is open to eligible firms/ Individuals.

**3.2 PRE-QUALIFICATION OBJECTIVE**

The main objectives of this part is to qualify firms to supply good, works and services under the relevant tenders/quotations and Proposals as and when required during the period beginning 19<sup>th</sup> July 2019 to 18th July 2021



### **3.3 LANGUAGE**

All the information requested for pre- qualification shall be provided in the English language.

### **3.4 INVITATION OF PRE-QUALIFICATION**

Firms registered with the registrar of companies under the laws of Kenya with respective to merchandise or services are invited to submit their prequalification documents to the Tender Committee, LEWA WILDLIFE CONSERVANCY. All mandatory information must be provided by any eligible and interested firm.

### **3.5 EXPERIENCE**

Prospective firms must have carried out successful supply and delivery of similar goods/services to institutions of similar size and complexity. Potential firms must demonstrate the willingness and commitment to meet the tender criteria.

### **3.6 TERMS AND CONDITION - APPENDIX 2.**

Eligible and interested firms shall be required to read and be willing to abide to the LEWA WILDLIFE CONSERVANCY purchase order terms and condition indicated in appendix 2.

### **3.7 ELIGIBLE FIRMS**

The LWC employees and their relative (spouse and children) are not eligible to participate in the pre-qualification process.

### **3.8 PRE-QUALIFICATION DOCUMENT**

A set of pre-qualification documents may be accessed and downloaded by interested firms or individuals from the following website: [www.lewa.org](http://www.lewa.org)

All eligible and interested firms must provide required information.

**All eligible and interested firms will be required to bind a COMPREHENSIVE pre-qualification document with company profile detailing ALL the requested information.**

### **3.9 PRE-QUALIFICATION FEE**

Interested individuals/firms, upon review of the downloaded set of prequalification documents from our website shall be required to pay a non- refundable fee of three thousand shillings **(Kshs. 3,000.00) per category applied for**, through a banker's cheque drawn in the name of **LEWA WILDLIFE CONSERVANCY**. A copy of the official receipt **MUST** be attached to the duly completed pre-qualification documents.

**NB: THOSE WHO DO NOT ATTACH THE BANKERS CHEQUE WILL BE DISQUALIFIED**

### **3.10 QUESTIONS ARISING FROM PRE-QUALIFICATION DOCUMENTS**

Questions and clarification that may arise from the Pre-qualification documents should be sent to the email address below:

**purchases@lewa.org**

LWC will only respond to questions received TWO days before the closing date.

### **3.11 ADDITIONAL INFORMATION**

LWC reserves the right to request the submission of additional information from prospective firms.

### **3.12 INVITATION TO TENDER/QUOTATION**

Bidding documents (Tender/Quotation) will be made available only to those bidders whose pre-qualification documents are accepted by **LEWA WILDLIFE CONSERVANCY** after the completion of the pre-qualification process.

### **3.13 INQUIRIES DURING EVALUATION OF PRE-QUALIFICATION PROCESS**

Inquiries, canvassing or direct phone calls shall not be allowed during the evaluation of pre-qualification process.

### **3.14 NOTIFICATION OF SUCCESSFUL AND UNSUCCESSFUL FIRMS**

Only successful pre-qualified firms will be notified in writing. Any firm that does not receive communication from LEWA WILDLIFE CONSERVANCY within two months after prequalification submission deadline should consider themselves unsuccessful.

## **SECTION 4**

### **4.0 PRE-QUALIFICATION GUIDELINES/REGULATIONS AND CRITERIA**

#### **4.1 PRE-QUALIFICATION DATA FORM**

The attached questionnaire forms 1, 2, 3, 4, 5, 6, 7, 8 and appendix 1 of sworn statement section 5.0 are to be completed by prospective suppliers/ firms who wish to be pre-qualified for the specified tender category.

#### **4.2 INCOMPLETE APPLICATION**

The application forms which are not filled and duly stamped and submitted in the prescribed manner will not be considered.

### **4.3 THE PREQUALIFICATION DATA**

It is understood and agreed that the pre-qualification data of the prospective firms is to be used by **LEWA WILDLIFE CONSERVANCY** in determining, according to its sole judgment and discretion the qualifications of prospective firm to perform in respect categories as described by the client.

### **4.4 QUALIFICATION REQUIREMENTS**

Prospective firms will not be considered qualified unless in the judgment of **LEWA WILDLIFE CONSERVANCY** they possess the capability, experience, qualified personnel, available and sustainable equipment and net current assets or working capital sufficient to satisfactorily execute the contract for goods/services.

### **4.5 ESSENTIAL CRITERIA FOR PRE-QUALIFICATION**

#### **4.5.1 EXPERIENCE**

(a) The prospective bidder shall have at least two years' experience in the supply of goods, services and allied items. Potential supplier/firm should show competence, willingness and capacity to service the contract.

(b) Prospective suppliers should have special experience and capability to organize, supply and deliver items or services at short notice.

#### **4.5.2 PERSONNEL**

The names and pertinent information and the title of the key personnel for individual or group to execute the contract must be indicated in form 1.

#### **4.5.3 FINANCIAL CONDITION**

The suppliers financial condition will be determined by latest audited financial statements submitted with the pre-qualification documents as well as bank statement from last three months.

Potential suppliers/firms will be pre-qualified on the satisfactory information given.

#### **4.5.4 PAST PERFORMANCE**

Past performance will be given due consideration during the pre-qualification evaluation. Letters of reference from past customers should be included in form 5 where applicable

**4.5.5 SWORN STATEMENT – APPENDIX 1**

Application must include a sworn Statement Appendix 1 section 5.0 by the applicant certifying the accuracy for the information given.

**4.6 WITHDRAWAL OF PRE-QUALIFICATION**

LEWA WILDLIFE CONSERVANCY reserve the right to reject the tender from a pre-qualified firm even though the firm was initially pre-qualified, should a condition arise between the time the firm has tendered and the bid opening date which in the opinion of the LEWA WILDLIFE CONSERVANCY could substantially change the performance and qualification of the bidder or his ability to perform such as but not limited to bankruptcy, change in ownership or new commitment.

**4.7 PRE-QUALIFICATION REQUIREMENTS**

**FORM1: GENERAL INFORMATION**

Category Applied for.....

Business Name of the firm

.....  
Legal name of firm if different from business name

.....  
Place of incorporation/ Year of incorporation/Registration.....

Post office Address

.....  
Street/Road .....

City.....

Country.....

Telephone No.....

Mobile.....

Contact

personnel.....

Title .....

**Organization and business information**

Management personnel:

MD .....

Directors .....

General Manager .....

**FORM 2      SPECIFIC REQUIREMENTS**

All firms must provide (Tick as appropriate):

(a) Copies of Certificate of Registration.

No        Yes

(b) Copy of V.A.T Registration Certificate and Tax Compliance Certificate

No        Yes

(c) Copy of Pin Certificates of firm/Company/Individual.

No        Yes

(d) List of at three completed Contracts/Projects (goods, services) for the last three years.

No        Yes

(e) Membership to professional body for professional services if any

No        Yes       Not applicable

(f) Indicate willingness to provide goods and services on 30 days and above credit terms

No        Yes

(g) Applicants should only apply in their areas of expertise

**FORM 3:      MANAGEMENT STRUCTURE**

No.	Item Description	Indicate
1	No. of Staff: 1-20	
2	No. of Staff : >20 and <50	
3	No of Staff: 50 & above	
4	Does the Company has board of directors?	

Number of staff employed.....

**FORM 4:      FINANCIAL POSITION**

All firms must provide (Tick appropriate box):

A. Three years audited financial Account {Year 2015, 2016 & 2017}.

No        Yes      2015

No   Yes 2016

NO   Yes 2017

B. Provide copy of the company's bank statement for the last six months

No   Yes

**FORM 5: PAST EXPERIENCE**

Provide a list of 3 current clients/customers that you have transacted business with and value (NGO if any) for the past three years

	Client 1	Client 2	Client 3
Name of client (organization)			
Address of client (organization)			
Name of contact person at the client (Organization)			
Telephone/Email address of the client			
Value of contract			
Duration & time of the Contract			

**Others**

Copies of work orders, completion certificate or other documents in support of work done.

**FORM 6: CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You must provide details requested in part 1 and either part 2(a), 2(b) or 2(c) whichever applies in your type of business. Please note that providing false information shall lead disqualification to give false information on this form.

**PART 1: GENERAL**

Physical Location of Business Premises

.....  
Plot No

.....  
Building Name.....  
Street/Road.....  
Postal Address.....  
Tel.....  
Email address .....  
Contact personnel.....  
Nature of business .....  
Current Trade License No. ....  
Expiring date.....  
Maximum value of Business which you can handle at any one time  
Kshs .....  
Number of years the firm has been in business .....

**PART 2(A) –Sole Proprietor**

Your name in full .....  
Nationality.....  
Country of Origin.....  
Citizenship details.....

**PART 2 (B) –Partnership**

Give details below;

No.	Name	Nationality	Citizenship Details
1			
2			
3			
4			
5			
6			

**PART 2(C)-Registered Companies**

Give details of all directors as follows:

No.	Name	Nationality	Citizenship Details
1			

2			
3			
4			
5			
6			

**FORM 7: LITIGATION HISTORY**

Does the company have any litigation (Tick appropriate box)?

Yes (give details below)       No

Applicants, including each of the partners of a joint venture, should provide information of any history of litigation or arbitration resulting from contracts executed in the last four years. A separate sheet should be used for each partner of a joint venture.

Year	Award for or against applicant	Name of client, cause of litigation, and matter dispute	Disputed amount



**FORM 8: BANK DETAILS**

**BANK DETAILS TEMPLATE**

For the purpose of payments by electronic funds transfer (bank wire transfer), provide the following information:

**A) FOR LOCAL CURRENCY ACCOUNTS:**

BANK NAME.....  
BRANCH NAME .....  
BANK ADDRESS .....  
BRANCH CODE.....  
ACCOUNT NAME .....  
ACCOUNT NUMBER.....

**B) FOR USD ACCOUNTS:**

BANK NAME .....  
BRANCH NAME.....  
BANK-ADDRESS.....  
SWIFTCODE.....  
ACCOUNT NAME .....  
ACCOUNT NUMBER.....

**5.0: APPENDIX 1- SWORN STATEMENT**

Having studied the tender information for the above pre-qualification we/I hereby state:

- a. The information furnished in our application is accurate to the best of my/our knowledge.
- b. Have read and understood the terms and condition for LEWA WILDLIFE CONSERVANCY including the credit period of 30-90 days.
- c. That in case of being qualified we acknowledge that this grants me/us the right to participate in due time in the submission of a tender or quotation on the basis of provisions in the tender or quotation documents to follow.
- d. If the legal, technical, financial conditions or the contractual capacity of the firm

changes when the call for Tenders/Quotations is issued, we commit ourselves to inform you and acknowledge your right to review the tender made.

- e. We enclose all the required documents and information required for the prequalification evaluation.

Date.....

Applicant's Name .....

Represented by .....

Signature.....

Designation .....

(Full name and designation of the person signing and stamp or seal.).

**5.1: APPENDIX 2 - TERMS AND CONDITIONS**

- a . **ORDER/CONTRACT.** The Purchase Order or Contact (“Order”) is an offer to purchase the Goods or service described herein from Vendor. LEWA WILDLIFE CONSERVANCY’s placement of this Order with Vendor is expressly conditioned on Vendor’s acceptance of all of the terms contained in this Order, including without limitation, this Order shall not be filled at prices higher than stated in this Order or for different quantities. Any additional or different terms or conditions in any communication from Vendor are expressly objected to and are not effective or binding unless LEWA WILDLIFE CONSERVANCY agrees in writing, and no such additional or different terms are part of a contract between LEWA WILDLIFE CONSERVANCY and Vendor even if LEWA WILDLIFE CONSERVANCY accepts Goods under this Order. Any objection by Vendor to the terms hereof shall be ineffective and is deemed waived by Vendor when Vendor accepts this Order. Each Order terminates sixty (60) days after the Delivery Date, except as set forth herein or as LEWA WILDLIFE CONSERVANCY shall notify Vendor in writing. The Order Number above shall be shown on all invoices, communications, packing lists, containers, bills of lading and other similar documents.

- b. **PRICE.** The prices stated in this Order are complete and Vendor shall add no additional charges of any kind. Vendor warrants that the prices to be charged for Goods are competitive with prevailing market rates and do not exceed prices charged to other customers for a similar quantity and quality of Goods. In connection with any cash discount specified in this Order, time will be computed from the date of the complete and final delivery of the Goods, or from the date correct final invoices are received in the LEWA WILDLIFE CONSERVANCY's Accounting Department, if later. Vendor shall specify all applicable costs, including taxes, duty, export and transportation fees and other charges on Vendor's invoice as separate items, and shall bear all such costs as part of the total Price charged.
- c. **QUALITY.** Vendor warrants the Goods are (a) free of all deficiencies and defects in materials,  
design and workmanship for the period of one (1) year from the date LEWA WILDLIFE CONSERVANCY accepts the Goods, (b) do not infringe the rights of any third parties, and (c) are free of any lien or encumbrance. Vendor warrants it shall vest all title and rights to the Goods in LEWA WILDLIFE CONSERVANCY. If no quality is specified in this Order, the Goods delivered must be of the best quality as recognized by the market and conforming to or exceeding all specifications provided by Vendor.
- d. **CONDUCT.** Vendor and its employees shall maintain and comply with a written code of conduct  
that prohibits giving anything of value, directly or indirectly, to any person or entity, including LEWA WILDLIFE CONSERVANCY staff, in the form of a bribe or kickback; establishes appropriate limitations on transactions with relatives of Vendor employees or businesses or ventures related to Vendor or its employees; and otherwise properly governs the performance of its employees engaged in soliciting, awarding or administering contracts, and receiving gifts. Vendor shall inform LEWA WILDLIFE CONSERVANCY in writing of any violations relating to its obligations hereunder. Vendor certifies that it has not knowingly provided and will not knowingly provide, in violation of applicable laws, material support or resources to any individual or organization that advocates, plans, sponsors, engages in, or has engaged in an act of terrorism.

- e. **DISPATCH AND PACKING.** Unless otherwise stated in this Order, all Goods shall be dispatched and LEWA WILDLIFE CONSERVANCY will pay no charge for packing, boxing or sending. Vendor is responsible for loss of or damage to any Goods before receipt by LEWA WILDLIFE CONSERVANCY at Destination. Each package of Goods will contain documentation showing vendors name, contents of package, and the Order Number. A copy of the invoice, customs and import/export confirmations, or similar documentation shall be sent at time of dispatch to LEWA WILDLIFE CONSERVANCY at the address stated in this Order as well as to the Destination, if different.
  
- f. **DELIVERY.** Time is of the essence and delivery of Goods shall be strictly in accordance with this Order. Delays in delivery or otherwise shall be reported immediately to LEWA WILDLIFE CONSERVANCY, and the Order payment shall be subject to a late arrival penalty if specified on the Order. Partial deliveries may not be accepted; contact LEWA WILDLIFE CONSERVANCY in advance if a partial delivery is requested.
  
- g. **INSPECTION AND ACCEPTANCE.** All Goods shall be subject to LEWA WILDLIFE CONSERVANCY inspection and test at any time and place, including at place of manufacture. Vendor will make available to the LEWA WILDLIFE CONSERVANCY inspectors copies of drawings, specifications, and processes applicable to the Goods and shall promptly provide LEWA WILDLIFE CONSERVANCY any resulting inspection certificates. Further, all Goods are subject to final inspection and acceptance at the Destination notwithstanding any payment or other prior inspections. LEWA WILDLIFE CONSERVANCY may reject and hold at Vendor's expense, subject to Vendor's disposal, all Goods not conforming to this Order or other applicable specifications, drawings, samples, or descriptions.
  
- h. **DEFECTIVE WORK.** If any Goods are defective in material or workmanship or otherwise do not conform to this Order, LEWA WILDLIFE CONSERVANCY may: (a) require Vendor to repair or replace at Vendor's cost any such nonconforming Goods; (b) require Vendor to refund the price of any such Goods; or (c) elect to retain and correct any such Goods with an appropriate price reduction to offset LEWA WILDLIFE CONSERVANCY's costs of making correction(s). Nothing, including any final inspection, shall relieve Vendor from its responsibility to correct or replace Goods defective as a result of fraud, recklessness or latent defects.

- i. **PAYMENT TERMS.** Invoices and delivery notes are required. LEWA WILDLIFE CONSERVANCY will pay Vendor as specified in this Order, including pursuant to any discount terms; if no time of payment is indicated, payment shall be made within thirty to Sixty days (30-60) days after LEWA WILDLIFE CONSERVANCY accepts the Goods at the Destination. Any adjustments in Vendor's invoices due to shortages, late deliveries, rejection or other failure to comply with the requirements of this Order may, at LEWA WILDLIFE CONSERVANCY's option, be made by LEWA WILDLIFE CONSERVANCY before payment, but failure to do so shall not deprive LEWA WILDLIFE CONSERVANCY of the right to do so later. LEWA WILDLIFE CONSERVANCY may withhold ten percent (10%) from payment of the final invoice to ensure that all works and services conform to this Order and all necessary documentation has been properly received.
- j. **CANCELLATION AND DEFAULT.** In addition to any other remedy available by law or in equity,  
LEWA WILDLIFE CONSERVANCY may cancel this Order, in whole or in part, at any time by written notice to Vendor, including without limitation in any of the following circumstances: (a) Vendor failure to deliver the Goods as specified herein; (b) in LEWA WILDLIFE CONSERVANCY's good faith judgment, Vendor failed to perform, or jeopardized performance of, this Order in compliance with its terms, and did not cure such failure within ten (10) days after notice from LEWA WILDLIFE CONSERVANCY; (c) Vendor becomes insolvent or makes an assignment for the benefit of its creditors, or has bankruptcy, reorganization, readjustment of debt or insolvency proceedings instituted against it under law of any jurisdiction. On receipt of such notice, Vendor shall discontinue all work, cancel any sub-orders and terminate any subcontracts relating to this Order. Upon such termination, full and complete settlement of all Vendor's claims shall be made as follows: a) Vendor shall be paid full compensation for Goods conforming to this Order and materials relating thereto approved by LEWA WILDLIFE CONSERVANCY, such as work-in-progress, plans, drawings, and specifications, and b) title shall vest in LEWA WILDLIFE CONSERVANCY for all such Goods and materials for which LEWA WILDLIFE CONSERVANCY has paid.
- k. **CHANGES.** LEWA WILDLIFE CONSERVANCY may at any time make changes or amendments to this Order, but no such change or amendment will be allowed without the written authorization of LEWA WILDLIFE CONSERVANCY. LEWA WILDLIFE CONSERVANCY may also make changes in the method of dispatch or packing and place of delivery by means of written communication (or, if accepted by Vendor, verbal communication) prior to dispatch of Goods. If any such change by LEWA WILDLIFE CONSERVANCY affects the cost or delivery schedules of this Order, an

equitable adjustment shall be made, provided Vendor makes a written claim therefore within thirty (30) days from the date of LEWA WILDLIFE CONSERVANCY's communication of the change.

- l. **LEWA WILDLIFE CONSERVANCY'S NAME.** The Vendor shall not use the LEWA WILDLIFE CONSERVANCY name or trademarks publicity or publicly disclose information relating to the Order without LEWA WILDLIFE CONSERVANCY's prior written consent.
  
- m. **COMPLIANCE WITH LAWS.** Vendor shall comply with all laws, regulations, and orders applicable to its performance hereunder.
  
- n. **NON EXCLUSION:** I, the undersigned, declare on my honor that the company and the members of its Executive Board listed have not found themselves or have not been in any of the following situations: bankrupt or being wound up; been convicted of an offence concerning their professional conduct; been guilty of grave professional misconduct proven by any means which LEWA WILDLIFE CONSERVANCY can justify; have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the grant beneficiary (LEWA WILDLIFE CONSERVANCY) or those of the country where the contract is to be performed; have not have been found guilty of fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the institutional donor and/or LEWA WILDLIFE CONSERVANCY's financial interests; following another procurement procedure or grant award procedure financed by an institutional donor, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

- o. **INDEMNIFICATION.** Vendor will indemnify and hold harmless LEWA WILDLIFE CONSERVANCY and its related LEWA WILDLIFE CONSERVANCY entities from and against any claims, losses, damages, expenses, penalties, causes of action or liabilities arising from: (a) Vendor's breach by of any obligations or warranties hereunder, or violation of trade secrets, patent, trademark or other intellectual property rights, or (b) any other acts or omissions of Vendor, its agents, employees, subcontractors, or guests, relating to this Order. In no event shall LEWA WILDLIFE CONSERVANCY be liable for Vendor's lost profits or consequential or incidental damages. Any action by Vendor against LEWA WILDLIFE CONSERVANCY arising out of or in connection with this Order must be commenced within one (1) year after the cause of action has accrued or such action shall be deemed waived.
- p. **ASSIGNMENT.** Vendor shall not assign this Order or any of its obligations hereunder, without the prior written consent of LEWA WILDLIFE CONSERVANCY.
- q. **APPLICABLE LAW AND DISPUTES.** This Order, and the application and interpretation of any contract between LEWA WILDLIFE CONSERVANCY and Vendor arising in connection with this Order, shall be governed exclusively by the laws of Kenya.
- r. **ENTIRE AGREEMENT.** This Order, together with its attachments, contains the entire agreement of the parties related to the subject matter hereof, and no other representation, inducements, promises or agreements, oral or otherwise, shall be of any force or effect. This Order may be supplemented, amended or modified only by written agreement of the parties. Each attachment is incorporated by reference herein and forms a part of this Order. If any provision of this Order or its application to any party or circumstances shall be invalid, illegal, or unenforceable to any extent, the remainder of this Order and its application shall not be affected and it shall be enforceable to the fullest extent permitted by law. This paragraph and paragraphs h, l, m, p and r shall survive the completion or termination of this Order.