



KITUO CHA SHERIA – LEGAL ADVICE CENTRE

**PRE-QUALIFICATION OF SUPPLIERS FOR THE
SUPPLY/PROVISION OF GOODS, WORKS AND
SERVICES FOR THE PERIOD BETWEEN**

JUNE 2020 - DECEMBER 2021

JUNE 2020

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1.0. INTRODUCTION

Kituo Cha Sheria (KITUO) is a human rights non-governmental organization. It was founded on 9th July 1973 as Kituo cha Mashauri by advocates who were committed to helping the disadvantaged and poor people who could not afford the cost of legal services. It is the first legal aid center established in Kenya. In 1989, the name was changed to Kituo Cha Sheria, the Legal Advice Centre, and a secretariat established with full time staff. KITUO is largely supported by development partners. KITUO's services are provided to the poor and marginalized through various strategies, which include but not limited to provision of legal advice, legal representation, litigation, community mobilization and organisation *etcetera*. KITUO's headquarters is in Nairobi but has a branch office in Pangani and a Regional office in Mombasa.

For Kituo Cha Sheria 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

KITUO invites tenders from interested and eligible firms for pre-qualification of suppliers in under listed categories for the period 2020 - 2021. Kituo Cha Sheria (KITUO) invites tenders for prequalification on interested and eligible suppliers for various goods and services for the period **June 2020 to December 2021**. Pre-qualification documents containing detailed, requirements and terms and conditions can be downloaded from our website: www.kituogetheria.or.ke

	Tender Number	Item Description	Approximate Annual Expenditure
1	KCS/01/2020	Supply and delivery of Electronic equipment like Computers, Printers and accessories in Nairobi and Mombasa	700,000
2	KCS/02/2020	Supply of office furniture, fittings and office equipment	326,000
3	KCS/03/2020	Supply and Delivery of general office stationeries in Nairobi and Mombasa offices	645,324
4	KCS/04/2020	Supply and delivery of Toner cartridges	180,000
5	KCS/05/2020	Printing of branded IEC materials (T-shirts, caps, banners, fliers and general branded materials) and Newsletters, Calendars, Annual reports, receipt books, letter heads and brochures	1,000,000
6	KCS/06/2020	Supply, installation and maintenance of firefighting equipment	30,000
7	KCS/07/2020	Provision of Bottled water and Milk	50,000
8	KCS/08/2020	Supply of Motor vehicle fuel and lubricants	850,000

		(Nairobi and Mombasa)	
9	KCS/09/2020	Supply of cooking gas	10,000
10	KCS/10/2020	Air Tickets and other travel agency services	180,000
11	KCS/11/2020	Taxi (including mobile App based), tour and car hire services, Nairobi and Mombasa	210,000
12	KCS/12/2020	Maintenance of Motor vehicles including provision of spares, servicing and repairs	500,000
13	KCS/13/2020	Maintenance and servicing of computers, printers and photocopiers	50,000
14	KCS/15/2020	Repair and maintenance services of the Telephone system (PANASONIC), Telephone heads, switchboard, PABX etc	15,000
15	KCS/16/2020	Maintenance and support of the QuickBooks software	50,000
16	KCS/17/2020	Website hosting services	17,600
17	KCS/18/2020	Provision of Internet services	306,000
18	KCS/20/2020	Provision of courier and parcel delivery services	12,000
19	KCS/21/2020	Garbage collection services	14,400
20	KCS/22/2020	Provision of Gardening and compound cleaning services	50,000
21	KCS/24/2020	Provision of Hotel and conference facilities	1,185,000
22	KCS/25/2020	Bulk photocopying, lamination and binding services	50,000
23	KCS/27/2020	Fumigation and pest control services in Nairobi and Mombasa	60,000
24	KCS/28/2020	Provision of outside catering services	640,000
25	KCS/29/2020	Supply and disposal of sanitary services	120,000
26	KCS/30/2020	Provision of plumbing and carpentry services	20,000
27	KCS/33/2020	Provision of General insurance services	100,000
28	KCS/34/2020	Provision of Medical insurance services	2,712,332
29	KCS/35/2020	Provision of research, training and other consultancy services	400,000
30	KCS/36/2020	Provision of Team Building services	340,000
31	KCS/40/2020	Structured cabling for both voice and data	20,000

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

PRE-QUALIFICATION NOTICE

TENDER NUMBER

Addressed to:

The Chair-Tender Committee

Kituo Cha Sheria-Legal Advice Centre

P.O. Box 7483 – 00300, Nairobi

The Sealed Pre-qualification documents should be sent through the above address or be deposited in a Tender Box located at the KITUO Head Office along Ole Odume road in Nairobi so as to reach us on or before **Friday, 10th July 2020 not later than 12.00 noon**. KITUO reserves the right to accept or reject any pre-qualification in part or whole and is not bound to give reasons for its decisions.

3.0 PREQUALIFICATION INSTRUCTIONS

3.1 INTRODUCTION

KITUO CHA SHERIA 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 1st June 2020 to 31st December 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, KITUO CHA SHERIA. 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 KITUO CHA SHERIA purchase order terms and condition indicated in **Appendix 2**.

3.7 ELIGIBLE FIRMS

The KITUO employees and their relatives (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.kituogetheria.or.ke

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 bank deposit or EFT. The bank details are as follows:

**LAC-Kituo Cha Sheria-Main
100008121**

NCBA Bank-The Junction Branch

A copy of the official receipt **MUST** be attached to the duly completed pre-qualification documents.

3.10 QUESTIONS ARISING FROM PRE-QUALIFICATION DOCUMENTS

Questions and clarification that may arise from the Pre-qualification documents should be sent to the following email address:- **info@kituochasheria.or.ke**

3.11 ADDITIONAL INFORMATION

KITUO CHA SHERIA 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 KITUO CHA SHERIA 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 KITUO CHA SHERIA within two months after pre-qualification submission deadline should consider themselves unsuccessful.

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 **KITUO CHA SHERIA** in determining, according to its sole judgment and discretion the qualifications of prospective firms to perform in respective categories as described by the client.

4.4 QUALIFICATION REQUIREMENTS

Prospective firms will not be considered qualified unless in the judgment of KITUO CHA SHERIA 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 supplier's financial condition will be determined by latest audited financial statements submitted with the pre-qualification documents as well as bank statements from the preceding 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

KITUO CHA SHERIA 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 KITUO CHA SHERIA 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

FORM 1:	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			
Incorporation/Registration No.....			
P.O Box			
Street/Road			
City.....			
Country.....			
Telephone No.....			
Contact Person 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

Tick where appropriate

No.	Item Description	Yes	No
1	No. of Staff 1-20	<input type="checkbox"/>	<input type="checkbox"/>
2	No. of Staff >20 < 50	<input type="checkbox"/>	<input type="checkbox"/>
3	No. of Staff 50 and above	<input type="checkbox"/>	<input type="checkbox"/>
4	Board of Directors	<input type="checkbox"/>	<input type="checkbox"/>

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

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 to disqualification.

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 KITUO CHA SHERIA 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. KITUO CHA SHERIA’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 KITUO CHA SHERIA agrees in writing, and no such additional or different terms are part of a contract between KITUO CHA SHERIA and Vendor even if KITUO CHA SHERIA 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 KITUO CHA SHERIA shall notify Vendor in writing. The Order Number above shall be shown on all invoices, communications, packing lists 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 KITUO CHA SHERIA’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 KITUO CHA SHERIA 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 KITUO CHA SHERIA. 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 KITUO CHA SHERIA 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 KITUO CHA SHERIA 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 KITUO CHA SHERIA will pay no charge for packing, boxing or sending. Vendor is responsible for loss of or damage to any Goods before receipt by KITUO CHA SHERIA 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 KITUO CHA SHERIA 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 KITUO CHA SHERIA, and the Order payment shall be subject to a late arrival penalty if specified on the Order. Partial deliveries may not be accepted; contact KITUO CHA SHERIA in advance if a partial delivery is requested.
- g. **INSPECTION AND ACCEPTANCE.** All Goods shall be subject to KITUO CHA SHERIA inspection and test at any time and place, including at place of manufacture. Vendor will make available to the KITUO CHA SHERIA inspectors copies of drawings, specifications, and processes applicable to the Goods and shall promptly provide KITUO CHA SHERIA any resulting inspection certificates. Further, all Goods are subject to final inspection and acceptance at the Destination notwithstanding any payment or other prior inspections. KITUO CHA SHERIA 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, KITUO CHA SHERIA 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 KITUO CHA SHERIA'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. KITUO CHA SHERIA 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 KITUO CHA SHERIA 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 KITUO CHA SHERIA's option, be made by KITUO CHA SHERIA before payment, but failure to do so shall not deprive KITUO CHA SHERIA of the right to do so later. KITUO CHA SHERIA 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, KITUO CHA SHERIA 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 KITUO CHA SHERIA'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 KITUO CHA SHERIA; (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 KITUO CHA SHERIA, such as work-in-progress, plans, drawings, and specifications, and b) title shall vest in KITUO CHA SHERIA for all such Goods and materials for which KITUO CHA SHERIA has paid.
- k. **CHANGES.** KITUO CHA SHERIA 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 KITUO CHA SHERIA. KITUO CHA SHERIA 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 KITUO CHA SHERIA 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 KITUO CHA SHERIA's communication of the change.
- l. **KITUO CHA SHERIA'S NAME.** The Vendor shall not use the KITUO CHA SHERIA name or trademarks publicity or publicly disclose information relating to the Order without KITUO CHA SHERIA'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 KITUO CHA SHERIA 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 (KITUO CHA SHERIA) 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 KITUO CHA SHERIA'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 KITUO CHA SHERIA and its related KITUO CHA SHERIA 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 KITUO CHA SHERIA be liable for Vendor's lost profits or consequential or incidental damages. Any action by Vendor against KITUO CHA SHERIA 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 KITUO CHA SHERIA.
- q. **APPLICABLE LAW AND DISPUTES.** This Order, and the application and interpretation of any contract between KITUO CHA SHERIA and Vendor arising in connection with this Order, shall be governed exclusively by the laws of K e n y a .
- 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.

END