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This Contract Agreement (hereinafter referred to as the “Agreement”) is made this and between, IGAD Centre For Pastoral Areas And Livestock Development (hereafter referred to as “ICPALD”) and Security Guards Limited(hereinafter referred to as the “Security Company”), of the second part.

WHEREAS ICPALD being a Statutory Body of IGAD, established by an agreement between Member States and charged with the responsibility of development in the region wishes to engage Security Guards Limited for security services.

..... Security Guards Limited is a provider of security services around the East African region, and is experienced in such matters and able, competent and willing to carry out the security services within a specified period.

NOW THEREFORE, the Parties hereto agree as follows:

Clause 1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Agreement, shall have the following meaning: -

- (a) “Applicable Law” means the laws and other instruments having the force of law in the Republic of Kenya.
- (b) “Agreement” means this Agreement and the attached appendices executed by the parties hereto now and any future addendum;
- (c) “IGAD” means the Intergovernmental Authority on Development
- (d) “ICPALD” means the IGAD Centre For Pastoral Areas And Livestock Development;
- (e) “Security Company” means the Security Guards Limited, its personnel and equipment that is within its scope and control.
- (f) “Party” means the ICPALD or the Security Company as the case may be and “Parties” means both of them;
- (g) “Services” means the security services to be performed by the Security Company pursuant to this Agreement.
- (h) “Officials” means the persons stated under paragraph 1.4 or as may be specified from time to time.
- (i) ToR means the Terms of Reference that form an integral part of the present Agreement.

1.1 Purpose

The purpose of this Agreement is for the Security Company to provide security services to ICPALD in exchange for a monthly fee.

1.2 Laws Governing the Agreement

This Agreement, its meaning and interpretation, and the relations between the Parties hereto shall be governed by the Applicable Law.

1.3 Language

This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement.

1.4 Notices

Any notice, request or consent made pursuant to this Agreement shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, email or facsimile to such Party at the Address specified *herein below*.

FOR ICPALD

FOR THE SECURITY
COMPANY

Focal Point, Director

Tel:

Email:

1.5 Location

The Services shall be provided at the ICPALD Offices based in Upper Kabete Area, Nairobi.

1.6 Authorized Representative

Any action required or permitted to be taken and any document required or permitted to be executed under this Agreement by either Party may be taken or executed by the Officials as may be specified by the Parties, but the Security Company shall work under the technical guidance of the ICPALD Director.

Clause 2 Commencement, Completion, Modification and Termination of Agreement

2.1 Effectiveness of the Agreement

This Agreement shall come into effect on the **20th April 2024** and expire on **19th April 2025**, unless the all relevant parties express mutual consent to extend this agreement.

2.2 Contractual Term

Unless terminated earlier pursuant to Clause 2.5, this Agreement shall be valid for a period of **6 Months** and **WILL BE EXTENDED FURTHER PROVING SATISFACTORY PERFORMANCE.**

2.3 Modification

Modification of the terms and conditions of this Agreement, and any addendum, including any modification of the scope of the Services or the fees (if at all), may only be done by a written agreement between the Parties.

2.4 Force Majeure

2.4.1 Definition

For the purposes of this Agreement, “*Force Majeure*” means any event which is beyond reasonable anticipation and control of a Party and which makes a Party’s performance of its obligations under the Agreement impossible or so impractical as to be considered impossible under the circumstances.

2.4.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Agreement shall not be considered a breach of, or default under this Agreement in so far as such liability arises from an event of *Force Majeure*, provided that the Party affected by such an event:-

- (a) Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out all the terms and conditions of this Agreement; and
- (b) Has informed the other Party as soon as possible about the occurrence of such an event.

2.4.3 Payments

The payment shall be made by ICPALD to the Security Company as described in the section 7.

During the period of inability to perform the Services as a result of an event of *Force Majeure*, the Security Company shall not be entitled to be paid for arising expenses if any save as herein stated below.

2.5 Termination

2.5.1 By ICPALD

- (a) ICPALD may terminate this Agreement by not less than **Four (4) Weeks** written notice of termination to the Security Company, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.5.1. Furthermore, ICPALD reserves the right, not to renew this Agreement with the Security Company, so long as Four (4) Weeks' notice is given prior to the conclusion of said Agreement.
- (b) If the Security Company does not remedy a failure in the performance of his obligations under the Agreement within **Four (4) Weeks** after being notified or within any further period as the ICPALD may have subsequently approved in writing;
- (c) If the Security Company fails to demonstrate the ability to carry out this assignment to the satisfaction of ICPALD within the agreed period or to the expected standard.
- (d) If the Security Company becomes insolvent or bankrupt;

- (e) If, as a result of *Force Majeure*, the Security Company is unable to perform a material portion of the Services for a period of not less than Two (2) Weeks; or
- (f) If the Security Company, in the judgment of ICPALD, has engaged in corrupt or fraudulent practices in executing this Agreement.

For the Purpose of this Clause:

“Corrupt Practice” means but is not limited to the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in execution of obligations under this Agreement.

“Fraudulent Practice” means a misrepresentation of facts in order to influence a selection process for the execution of an agreement to the detriment of IGAD, and includes collusive practice among service providers (prior to or after submission of quotations) designed to establish prices at artificial levels and to deprive IGAD of the benefits of free and open competition.

2.5.2 Notwithstanding anything else in this Agreement, this Agreement may however be terminated summarily without notice in case of gross misconduct or negligence of either professional or personal nature.

For the Purpose of this Clause:

“Gross misconduct” means but is not limited to the following circumstances:

- (a) without leave or other lawful cause, a guard absents himself/herself from the place appointed for the performance of his work;
- (b) during working hours, by becoming or being intoxicated, a guard renders himself unwilling or incapable to perform his work properly;
- (c) a guard wilfully neglects to perform any work which it was his duty to perform, or if he carelessly and improperly performs any work which from its nature it was his duty, under his contract, to have performed carefully and properly;
- (d) a guard uses abusive or insulting language, or behaves in a manner insulting, to ICPALD personnel or to a person placed in authority over him by ICPALD;
- (e) a guard knowingly fails, or refuses, to obey a lawful and proper command which it was within the scope of his duty to obey, issued by his ICPALD or a person placed in authority over him by ICPALD;
- (f) a guard commits, or on reasonable and sufficient grounds is suspected of having committed, a criminal offence against or to the substantial detriment of ICPALD or ICPALD’s property.

“Negligence” means any intentional or accidental act or series of actions which leads to a reasonably foreseeable outcome, and results in irreparable harm befalling ICPALD, its property or its personnel.

2.5.3 By the Security Company

The Security Company may terminate this Agreement by giving a written notice of not less than **Four (4) weeks** to ICPALD, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.5.3.

- (a) If ICPALD fails to pay monies due to the services provided pursuant to this Agreement and not subject to dispute within **Thirty (30) days** after receiving written notice from the Security Company that such payment is overdue; or
- (b) If, as a result of “*Force Majeure*”, the Security Company is unable to perform a material portion of the Services for a period of not less than **Two (2) week**.

2.5.4 Payment upon Termination

Upon termination of this Agreement pursuant to Clause 2.5.1 or 2.5.2, IGAD shall remunerate the Security Company pursuant to Clause 5 for services duly performed prior to the effective date of termination.

Clause 3. Obligation of the Security Company

- 3.1 The Security Company shall perform the specifics as set out in the obligations to this Agreement, which include:
 - 3.1.1 Ensuring all assignment areas are manned by required personnel at all times.
 - 3.1.2 All guards should be in well groomed, in full uniform and presentable while on assignment.
 - 3.1.3 Guards must report on duty 15 minutes before change over time.
 - 3.1.4 All vehicles entering and exiting Company premises should have the occupants / items checked and logged in the register before authority to proceed is granted. All company equipment or furniture being removed from premises must be accompanied by duly authorized gate passes whose copy should be retained by the guard.
 - 3.1.5 Guards must be literate and able to communicate and express themselves verbally and in writing in English and Kiswahili language
 - 3.1.6 Guards should exhibit courtesy, respect and customer care while undertaking their duties
 - 3.1.7 The guards should be able to conduct crowd control.
 - 3.1.8 The guards should be able to summon police, fire brigade and ambulances in cases of emergencies, and be familiar with first aid measures.

- 3.1.9 Guards must not tamper with any apparatus, switches, meters and accessories belonging to ICPALD, unless an authorized person request you to do so.
- 3.2 The Security Company should provide regular security report to assess the security measures and personnel in place.
- 3.3 The Security Company shall ensure that the guards on duty are fit to carry out their duties, and that they possess the necessary police clearances.
- 3.4 The Security Company shall perform the Service and carry out obligations set out herein below with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, shall observe sound management practices, and shall always act in good faith to IGAD in respect of any matter relating to this Agreement or to the Services.
- 3.5 The Security Company will ensure that they have the appropriate and relevant insurance cover, and indemnify ICPALD, should; fire, theft, damage or any such event occur in which the Security Company is deemed to have contributed as a result of its or its employee's negligence PROVIDED that such losses, howsoever arising, shall be referred to the Security Company's insurance and its aggregate liability shall be limited to the applicable insurance limits under the policy in place at the time.
- 3.6 Promptly inform ICPALD of any event or conditions, which might materially and adversely affect the carrying on of his mandate.
- 3.7 By accepting this Agreement, the Security Company takes responsibility of any clearance waiver or taxes due and payable to the Government of the Republic of Kenya.

Clause 4. Security Company Actions Requiring ICPALD's Prior Approval

The Security Company shall obtain ICPALD's prior approval in writing before entering into any subcontract for the performance of any part of the Services herein.

Clause 5. Obligations of ICPALD

- 5.1. ICPALD shall use its best efforts to ensure that it provides the Security Company such assistance to facilitate performance of the services herein.
- 5.2. ICPALD shall provide feedback on any report submitted by the Security Company.
- 5.3. ICPALD shall comply with any and all rules and regulations regarding Occupational Health and Safety.

- 5.4. ICPALD shall pay the Security Company the sum stated in Clause 7 of the Agreement as specified herein.
- 5.5. ICPALD shall insure all its property against fire, burglary, theft and any other insurable risk with a reputable insurance company.

Clause 6. Change in the Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Law, which effect the operation of this Agreement, then the purported changes shall not take affect unless sufficient evidence is produced by the party alleged.

Clause 7. Monthly Security Fees

- 7.1 The Security Company shall be paid a monthly fee indicated in Annex 1 of this Agreement without any other benefit upon submission of an invoice.
- 7.2 When applicable the Security Company shall bear the responsibility to discharge its tax obligation, in relations to the lump sum received.
- 7.3 ICPALD shall not withhold payment for the services rendered due to any claim it may have against the Security Company.

Clause 8. Copyright and Confidentiality

- 8.1 The Title Rights, Copyrights and all other rights of ownership in any material produced under this Agreement shall be vested exclusively with IGAD.
- 8.2 The Security Company shall neither seek nor accept instructions from any authority external to IGAD in connection with the performance of his services under this Agreement.
- 8.3 The Security Company may not communicate at any time to any other person, Government or authority external to IGAD any information known to him by reason of his association with IGAD which has not been made public, except in the course of his duty or by authority of the Executive Secretary of IGAD or his designate; nor shall the Security Company at any time use such information for private purpose. This obligation shall not lapse upon termination of this Agreement with IGAD for a period of two (2) years.

Clause 9. Liability

IGAD assumes no other or further liability howsoever incurred, arising out of, or in connection and in accordance with this Agreement, including claims for accident, illness, injury to third parties or whatever claim for damages in whatever form and to whomsoever.

This Agreement does not in any way or manner confer employer employee status between ICPALD and Security Guards

Clause 10. Settlement of Disputes

10.1 Amicable Settlement

10.1.1 The Parties shall use their best efforts to settle amicably any dispute arising out of or incidental thereto in connection with this Agreement or its interpretation.

10.1.2 Any dispute between the Parties as to matters arising pursuant to this Agreement that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement shall be submitted for Arbitration by either Party for settlement in accordance with the laws of the Republic of Kenya.

10.1.3 Parties shall exhaust all avenues of conciliation and mediation before filing any proceedings to resolve any dispute.

IN WITNESS WHEREOF the Parties hereto have caused their hands to be affixed the date month and year hereinabove shown in two originals.

For IGAD

For the Security Company

Date:

Date:

Signature:

Signature

ANNEX 1

SPECIFICATIONS AND SCOPE OF SERVICES

(Specification in accordance with initial bid document, and in Kenyan Shillings)

Description	Quantity		
DAY GUARDS	3		
NIGHT GUARDS	1		
DOG + HANDLER	1		
TOTAL PER MONTH (without VAT)		(i.e base prices)	
VAT PER MONTH	16% OF BASE PRICE		
TOTAL PER MONTH (with VAT)			

Scope of services

The services requirement projected for the above services will entail the following:

1. All assignment areas should be manned by required personnel at all times.
2. All guards should be in well groomed, in full uniform and presentable while on assignment.
3. Guards must report on duty 15 minutes before change over time.
4. All vehicles entering and exiting Company premises should have the occupants/ items checked and logged in the register before authority to proceed is granted All company equipment or furniture being removed from premises must be accompanied by duly authorized gate passes whose copy should be retained by the guard.
5. Guards must be literate and able to communicate and express themselves verbally and in writing in English and Kiswahili Language.
6. Guards should exhibit courtesy, respect and customer care while undertaking their duties
7. The guards should be able to conduct crowd control
8. The guards should be able to summon police, fire brigade and ambulances in cases of emergencies.
9. Guards must not tamper with any apparatus, switches, meters and accessories.