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**EXPRESSION OF INTEREST- PROVISION OF WORKING AT HEIGHTS AND RIGGING TRAINING**

**Document Release Date : 4<sup>th</sup> March 2024**

**Last Date for Receipt of Proposals : 18<sup>th</sup> March 2024**



## 1. INTRODUCTION

Safaricom Plc is the leading integrated communication services provider in Kenya and has a steadily growing subscriber base. The company is continuously expanding and upgrading its systems and processes to meet the changing needs of its customers. To meet this objective, Safaricom Plc continuously seeks to partner with competent suppliers and service providers for supply of various goods and services.

Safaricom Plc intends to seek a suitable training institution or company to offer either one or all of the following specialised Work at Height and rigging training; commercial billboards and flighting training, rope rigging, rope access, using a mobile elevating work platform (MEWP), working on scaffolding and/or suspended scaffolding, fall arrest and basic rescue training, work restraint training, Portable ladders and A-frame Ladders, fall protection planner training, Roof Work Safety Training, and pole climbing training.

## 2. AIMS AND OBJECTIVES

We are looking to partner with certified, experienced and qualified training organization/institution with sufficient capacity, experience in providing world class and professional Work At Height and rigging Training for Safaricom PLC staff. The training to be provided are:

- Commercial billboards and flighting training
- Rope rigging
- Rope access
- Using a mobile elevating work platform (MEWP) training.
- Working on scaffolding and/or suspended scaffolding
- Fall Arrest and Basic Rescue training.
- Work restraint training.
- Portable ladders and A-frame Ladders training.
- Fall protection planner training.
- Roof Work Safety Training
- Pole climbing training.

This Expression of Interest (EOI) document is intended to lead to the identification of training institution that can demonstrate having sufficient capacity, experience and are certified/ accredited by local and internationally organization.

The Expression of Interest should include the following documents:

1. Expression of Interest letter duly dated signed and stamped.
2. A proposal clearly indicating the following: -



- When the organization/company was set up and how many years, they have been providing Work at Height training with a minimum of 2 years operations. This should include a profile of the company with evidence on compliance with companies' requirements i.e., certificate of incorporation, Tax compliance, DOSHS workplace registration.
- The experience and qualifications of Work at Height trainers lined up to handle the Safaricom Plc account with at least 3 years' experience (Certified certificates to be provided)
- A current list of clients where similar services has been carried out in the last 2 years.
- Proof that the company is certified and accredited by the following organizations or bodies to provide Work at Height and rigging training. Attach supporting documentation of the organization's accreditation or any equivalent association, locally or internationally.
  - National Industrial Training Authority (NITA).
  - The Institute for Work at Height (IWH).
  - International Powered Access Federation (IPAF).
  - Industrial Rope Access Trade Association (IRATA International).
  - Scaffold & Access Industry Association (SAIA).
  - Lifting Equipment Engineers Association (LEEA)
- Confirm if the organization shall work as a single entity or as a consortium/partnership, if working as a consortium please provide entity names of the partners.
- Evidence of approved training Centre

### **3. NEXT STEPS**

The next steps will be as below: -

- a) Evaluation of the Expression of Interest submission
- b) Shortlisting of companies/organization
- c) Prequalification of shortlisted companies (where applicable)
- d) Issue Request for Proposal tender document



#### 4. RESPONSES TIMELINES

Please submit your EOI responses by **Monday 18<sup>th</sup> March 2024** at **1700hrs** via response on our I-sourcing platform

If your company is prequalified to be a supplier with Safaricom PLC, log in to this site to respond to the bid.  
[https://egjd.fa.us6.oraclecloud.com/supplierPortal/faces/FndOverview?fn\\_dGlobalItemNodeId=itemNode\\_supplier\\_portal\\_supplier\\_portal](https://egjd.fa.us6.oraclecloud.com/supplierPortal/faces/FndOverview?fn_dGlobalItemNodeId=itemNode_supplier_portal_supplier_portal)

If you are a new supplier, follow this link to register your company for prequalification [https://shub.safaricom.co.ke/OA\\_HTML/OA.jsp?page=/oracle/apps/pos/onboard/webui/ProspRegPG&OAHP=POS\\_GUEST\\_REG\\_HP&OASF=POS\\_SUPPREG\\_REGISTER&OAPB=POS\\_ISP\\_BRAND&oid=BDB7AF1018A39E4A](https://shub.safaricom.co.ke/OA_HTML/OA.jsp?page=/oracle/apps/pos/onboard/webui/ProspRegPG&OAHP=POS_GUEST_REG_HP&OASF=POS_SUPPREG_REGISTER&OAPB=POS_ISP_BRAND&oid=BDB7AF1018A39E4A) then use previous link to respond to the EOI.

All attachments should be clearly labelled to match the requirement being responded to and should be attached in the attachment section corresponding to the attachments.

All attachments should be in standard formats (i.e., word, excel, PDF) and attached to your repose on i-sourcing portal.

Clarifications can be sent to [sarodi@safaricom.co.ke](mailto:sarodi@safaricom.co.ke) by **Wednesday 13<sup>th</sup> March 2024**.

#### NOTE

- ❖ Safaricom PLC reserves, at its sole discretion, the right to select or reject, either in totality or partially, any or all proposals made in the context of this EOI. Any such decisions made will be final and no correspondence will be engaged into, other than for the purpose of informing the bidders of the outcome of the process.

#### 5. APPENDICES

- i. Supplier reference check worksheet



## **SECTION 6 - GENERAL CONDITIONS OF CONTRACT**

### **6. Introduction**

Specific terms of contract shall be discussed with the bidder whose proposal will be accepted by the Company. The resulting contract shall include but not be limited to the general terms of contract as stated below from 3.2 to Safaricom Standard Terms and Conditions of Contract, attached on the portal.

#### Award of Contract

Following the opening and evaluation of proposals, the Company will award the Contract to the successful bidder(s) whose bid(s) has been determined to be substantially responsive and has been determined as the best evaluated bid(s).

The Company will communicate to the selected bidder its intention to finalize the draft conditions of engagement submitted earlier with his proposals. After agreement will have been reached, the successful Bidder shall be invited for agreement and signing of the Contract Agreement to be prepared by the Company in consultation with the Bidder.

#### Application of General Conditions of Contract

These General Conditions (sections 3.2 )shall apply to the extent that they are not superseded by provisions in other parts of the Contract that shall be signed.

#### Bid Validity Period

Bidders are requested to hold their proposals valid for ninety (90) days from the closing date for the submission, or as specified in the RFP document.



## Non-variation of Costs

The bidder shall, in their offer (Financial Proposal), detail the proposed costs. These should be inclusive of the premiums payable, brokerage commissions, fronting fees and fees for facilitating fronting, where applicable, including all levies and taxes. These costs need to be separately indicated.

The prices quoted for the service and subsequently agreed and incorporated into the contract shall be held fixed for each renewal period.

## Delays in the Bidder's Performance

Delivery and performance shall be made by the successful Bidder in accordance with the time schedule as per Agreement.

If at any time during the performance of the Contract, the Bidder should encounter conditions impeding timely delivery and performance of the Services, the Bidder shall promptly notify the Company in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Company shall evaluate the situation and may at its discretion extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

## Liquidated damages for delay



The contract resulting out of this RFP shall be incorporate suitable provisions for the payment of liquidated damages by the bidders in case of delays in performance of contract or non-conformance to SLA provisions as will be agreed.

As such Safaricom will claim liquidated damages at the rate of 5% per day of the Price payable under the Purchase Order for the delayed Services subject to a maximum limit of 25% of the Price under such Purchase Order.

This shall not be applicable where the delay is caused by:

- (i) Any act or omission of Safaricom, its servants or agents; or
- (ii) An act of force majeure .

#### Governing Language

The Contract shall be written in the English Language. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall also be in English.

#### Applicable Law

This agreement arising out of this RFP shall be governed by and construed in accordance with the laws of Kenya and the parties submit to the exclusive jurisdiction of the Kenyan Courts.

#### Bidder's Obligations

The Bidder is obliged to work closely with the Company's staff, act within its own authority, and abide by directives issued by the Company that are consistent with the terms of the Contract.

The Bidder will abide by the job safety measures and will indemnify the Company from all demands or responsibilities arising from accidents or loss of life, the cause



of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold the Company responsible or obligated.

The Bidder is responsible for managing the activities of its personnel, or subcontracted personnel, and will hold itself responsible for any misdemeanors.

The Bidder will not disclose the Company's information it has access to, during the course of the work, to any other third parties without the prior written authorization of the Company. This clause shall survive the expiry or earlier termination of the contract

#### The Company's Obligations

In addition to providing Bidder with such information as may be required by the bidder to complete the bid submission, Safaricom shall,

- (a) Provide the Bidder with specific and detailed relevant information concerning the requirements.
- (b) In general, provide all information and access to Company's personnel;
- (c) make available to the Bidder, for the Bidder's use in fulfillment of this Agreement, conventional office facilities for use by the employees of Bidder, if agreed and required; and
- (d) Appoint a coordinator who shall arrange any access to its information and staff required by Bidder for its performance under the contract, if agreed and required

#### Joint Ventures

If a bidding firm does not have all the expertise for the assignment, there is no objection to the firm associating with another firm to enable a full range of





expertise to be presented. The request for Joint Venture shall be accompanied with full documented details of the proposed association.

In the case of a Joint Venture or Association, all the firms constituting the Joint Venture or Association will be jointly and severally liable and at least one firm in the Joint Venture or Association shall be financially capable of meeting the contract requirements and potential liabilities on its own and shall assume contracting responsibility and liability for satisfactory execution of the assignment.

#### Confidentiality

The parties undertake on behalf of themselves and their employees, agents and permitted subcontractors that they will keep confidential and will not use for their own purposes (other than fulfilling their obligations under the contemplated contract) nor without the prior written consent of the other disclose to any third party any information of a confidential nature relating to the other (including, without limitation, any trade secrets, confidential or proprietary technical information, trading and financial details and any other information of commercial value) which may become known to them under or in connection with the contemplated contract. The terms of this Clause shall survive the expiry or earlier termination of the contract.

#### Force Majeure

##### Definition of Force Majeure

For the purposes of this Agreement, "Force Majeure" means an event which could not reasonably have been avoided by a diligent party in the circumstances, which is beyond the reasonable control of a party and which makes a party's performance of its responsibilities hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, but is not limited to, war, riots, civil disorder, earthquake, storm, flood or adverse weather



conditions, strikes, lockouts or other industrial action, terrorist acts, confiscation or any other action by government agencies.

- Negligence and intentional acts

Force Majeure shall not include any event which is caused by the negligence or intentional action of a party or such party's subcontractors or agents or employees, or by a failure to observe good professional practice.

- Financial constraints

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

- Performance excused

The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms of this Agreement.

- Duty to mitigate

A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with a minimum of delay. The parties shall take all reasonable measures to minimize the consequence of any event of Force Majeure.

- Notification

A party affected by an event of Force Majeure shall notify in writing the other party of such event as soon as possible, and in any event not later than five (5) days following the occurrence of such event, providing evidence of the nature and



cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

- Consultation

Not later than thirty (30) days after Supplier, as a result of an event of Force Majeure, has become unable to discharge a material portion of the Operations, the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

Dispute resolution

Amicable Settlement

The parties shall use their best efforts to settle amicably any dispute arising from or in connection with the agreement resulting from this RFP or the interpretation thereof.

Arbitration

If the dispute has not been settled pursuant to the mediation within ten (10) days from when the mediation was instituted, any party may elect to commence arbitration. Such arbitration shall be referred to arbitration by a single arbitrator to be appointed by agreement between the Parties or in default of such agreement within fourteen (14) days of the notification of a dispute, upon the application of either Party, by the Chairman for the time being of the Kenya Branch of the Chartered Institute of Arbitration of the United Kingdom.

Such arbitration shall be conducted in Nairobi in accordance with the Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act 1995.

To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the Parties hereto.



Pending final settlement or determination of a dispute, the Parties shall continue to perform their subsisting obligations hereunder.

Nothing in this Agreement shall prevent or delay a Party seeking urgent injunctive or interlocutory relief in a court having jurisdiction.

#### Payment

Payment shall be on the Company's Standard payment terms which are 30 days after invoice date. Invoicing shall be at the certified completion and delivery of milestones as stipulated in the agreed project plan incorporated into the resultant contract.

No advance payments shall be made on the contract resulting from this RFP.