



Kenya Power

SERVICE LEVEL AGREEMENT

BETWEEN

THE KENYA POWER & LIGHTING CO. LTD

AND

.....AND COMPANY CONTRACTORS

DRAWN BY:

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SERVICE LEVEL AGREEMENT

THIS AGREEMENT made this _____ day of _____ 2018 **BETWEEN THE KENYA POWER & LIGHTING COMPANY LIMITED** a limited liability company duly incorporated under the Companies Act, Chapter 486 of the Laws of Kenya with its registered office situate in Nairobi in the Republic aforesaid and of Post Office Box Number 30099-00100 Nairobi in the Republic aforesaid (*hereinafter referred to as KPLC*) **AND** a company duly registered under the Companies Act, Chapter 486 of the Laws of Kenya with its registered office situate in Nairobi (*hereinafter referred to as the "Contractor"*)

WHEREAS:-

KPLC has engaged the contractor to provide Labour and Transport services (hereinafter referred to as the "*Services*") from time to time;

AND WHEREAS:-

The parties wish to set service performance standards to meet the dynamics of improved Customer connectivity, Reliable and safe Distribution network, and growth of KPLC's revenue.

AND WHEREAS:-

The parties recognize that professional and diligent performance of duties are part of ethics and tenets for delivery of the services and the need for promotion of benefits that accrue from such experience;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

PART A - GENERAL

1. Definitions and Meanings

- 1.1 In this Agreement words and expressions shall have the meanings as are respectively assigned to them and defined in the Contract herein.
- 1.2 In this Agreement where the context so admits –
 - 1.2.1 words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.

1.2.2 words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the "*Contractors*" the covenants, agreements obligations

expressed to be made or performed by the Contractors shall be deemed to be made or performed by such persons jointly and severally as the case may be.

1.2.3 where there are two or more persons included in the expression the "*Contractors*" any act default or omission by the Contractors or any person working under, on behalf of or through them shall be deemed to be an act default or omission by any one or more of such persons.

2. **Contents of this Agreement**

The following shall form part of this Agreement: -

- a) The Agreement itself
- b) The Professional Indemnity Cover
- c) The Schedules

3. **Confirmation and Terms of Engagement**

3.1 KPLC hereby confirms the engagement of the Contractors to provide labour and transport services and the Contractors confirm their provision of the said services on the basis of the recitals hereinabove, remedy any defects and make good all claims made by KPLC in conformity in all respects with the provisions of this Agreement and on the terms and conditions as hereinafter appearing.

3.2 Where there is a conflict or any inconsistency between any of the documents mentioned above, the SLA will prevail.

3.3 This SLA supersedes any that may be existing between the parties. For all intents and purposes, it will be treated as the sole SLA between KPLC and the Contractors.

4. **Standards**

4.1 Notwithstanding any of the provisions, terms, conditions and stipulations of this Agreement, the services provided by the Contractors shall conform to the highest standards as required by KPLC as stipulated in KPLC's Construction Standards and applicable GOK regulations, and as is reasonably expected.

4.2 For purposes of monitoring and evaluation of standards and performance, the parties will use the KPLC Supplier Evaluation Performance Form which shall be made available to all contractors. This shall be discussed periodically with the Contractors at least twice a year.

4.3 Grounds for cessation of the Contractors engagement by KPLC will include:

1. Poor performance and substandard quality of work.
2. Inability to mobilize teams on short notice to attend to assigned works
3. Participation in fraudulent activities
4. Involvement in accidents/incidences
5. Misuse of KPLC Materials

5. Confidentiality

5.1 The Contractors shall not, without KPLC's prior consent, disclose this Agreement, or any provision thereof, or any specification, or information furnished by or on behalf of KPLC in connection therewith, to any person other than a person directly in the employ of KPLC in the performance of this Agreement or save and except in so far as the requirements regarding the performance by the Contractors of the services is required.

5.2 This clause shall survive the termination, cessation of Services rendered by the Contractors or in any future partnership that any of the Contractors may be a part of.

6. Visitation

6.1 KPLC or its representative(s) shall be at liberty to monitor and/or review the tools and equipment of the Contractors to confirm their conformity for the performance of this Agreement

6.2 KPLC shall conduct periodical inspection of contractor's capacity and ability to carry-out assigned works. inspections shall be carried out through visits to declared contractor's offices and work sites. Inspections shall include but not limited to:

1. Checking availability of appropriate construction equipment and tools, e.g. lifting equipment (HIABS), Line testing equipment (Earth testing, appropriate Live line testers.), construction tools and availability of PPEs
2. Checking availability of appropriate transport vehicles
3. Checking availability of competent staff – as declared in the tender document
4. Checking financial ability to determine ability and preparedness to mobilize to various sites concurrently when need arise

7. General Reports

7.1 The Contractors shall prepare a monthly status report of the progress of the assigned works vis-à-vis the agreed timelines with the project supervisor.

7.2 Submitted reports should contain the following:



1. Date of job award
2. Expected date of delivery
3. Current work status
4. Reasons for delay if applicable
5. List of mitigation steps taken to ensure delay never recurs
6. List of challenges encountered during execution of works

8. Payment of Invoices

- 8.1 upon successful completion of works, KPLC shall process payments within 30 days from the invoiced date.

9. Completion of Work

- 9.1 Works shall be declared complete upon issuance of completion certificate to the contractor by respective KPLC Project supervisor.

PART B – OTHER REMEDIAL MEASURES AND RESPONSIBILITIES

10. General Remedial Measures

- 10.1 Where no remedial measure is specified to be taken by KPLC, KPLC shall be at liberty to take any measures or recourse that it deems fit in the circumstances.
- 10.2 Any specified measures that may be taken by KPLC shall not prejudice or derogate from its sole discretion, general power and control over any and all the services that the Contractors are carrying out on its behalf.

11. Responsibility

- 11.1 Notwithstanding all the above, in any issue or any regarding carrying out of these services, KPLC's Powers System Development Manager continues to have overriding and general power, responsibility and authority to issue any instructions, directions, advise or communication whatsoever.

PART C - COMPLIANCE WITH LAWS

12. Permits, Licences

- 12.1 The Contractors shall be responsible and obtain all permits observe and comply with all the laws, regulations, rules by-laws and requirements necessary and required in the performance and in connection with this Agreement. KPLC shall acquire necessary public approvals including acquisition of Way Leaves before commencement of work

- 12.2 The above shall include valid, up- dated registration of the Contractors firm with National Construction Authority (NCA) and the Energy Regulatory Commission (ERC)
- 12.3 The Contractors shall ensure that s/he/they and anyone it engages in at any substantive time in carrying out its services under this contract has appropriate power line construction qualification as declared in the Tender Document.
- 12.4 The Contractors undertake to produce, if and when lawfully required, the licence in circumstances so necessitating such production.
- 12.5 The Contractor undertakes to avail the required number of dedicated and competent support staff across all sites/regions of operations to ensure fast and efficient response to KPLC's demands.
- 12.6 Failure to provide services to KPLC by a third party will not be acceptable and will be considered as non-performance on the part of the contractor and the contractor shall be liable for loss occasioned by negligence or damage at the site or any part of KPLC's premises by the Contractor or their employees or agents.

13. Language and Law

- 13.1 The language of the Agreement as well as all correspondence and documents relating to and arising from this Agreement or exchanged between the Parties shall be written in the English Language and the laws governing this Agreement shall be the laws of Kenya.

PART D – PERIOD OF SLA

14. Effective Date and Duration of the Agreement

- 14.1 This Agreement shall take effect from the date mentioned above. Save as expressly provided, the duration of this Agreement is for as long as the Contractors continue to provide services to KPLC on any matter or file or case.

IN WITNESS WHEREOF THIS AGREEMENT has been duly executed by the Parties on the day and year first hereinbefore written:-

SIGNED BY AND ON BEHALF OF THE)
 CLIENT THE KENYA POWER &)
 LIGHTING COMPANY LIMITED BY:-)
 in the presence of:-)

IMELDA BORE
AG. GENERAL MANAGER,

CORPORATE AFFAIRS AND

COMPANY SECRETARY

SIGNED BY AND ON BEHALF OF THE)
CONTRACTORS,)
in the presence of:-)

AND

in the presence of:)
)
)
)

DRAWN BY:

Imelda Bore Advocate,

C/o the Kenya Power & Lighting Company Limited,

Stima Plaza, 2nd Floor, Legal Department,

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