



**Kenya Power**

**SERVICE LEVEL AGREEMENT**

BETWEEN

**THE KENYA POWER & LIGHTING CO. LTD**

AND

.....AND COMPANY CONTRACTORS

**DRAWN BY:**

Imelda Bore,

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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 Road cutting, pavements opening ducting and reinstatements (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 customers' satisfaction, public safety, statutory bodies regulations, county by-laws and KPLC mandate.

**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 Road cutting, pavements opening, ducting and reinstatements 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, Kenya Urban Roads Authority(KURA), Kenya Rural Roads Authority(KERRA), Kenya National Highways Authority (KENHA) and the county governments and as is reasonably expected.
- 4.2 For purposes of monitoring and evaluation of standards and performance, the parties will use the KPLC’s Supplier Evaluation Performance Form/ statutory bodies feedbacks including those from county governments, KPLC customers and the General public. 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 poor performance and substandard quality of work.



**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 Kenya Power Engineers will visit the Contractor at their registered offices or at the sites where they will be carrying out works in order assess the tools, equipment and general safety of their employees while working.

**7. General Reports**

- 7.1 The Contractors shall prepare a status monthly reports of all cases and any other matters they have.
- 7.2 Such reports will include but not limited to:-
  - (a) Completed works in the month
  - (b) Invoiced services
  - (c) Any accidents/mitigations
  - (d) Complaints and compliments
  - (e) Contactor supervisors contacts available 24 hrs the following month in case of KPLC emergencies and breakdowns.
  - (f) Relevant updates/changes of the contractors' company

**8. Payment of Invoices**

- 8.1 The payments processing will be within 30 days after the contractor submits the invoices to KPLC.





## 9. Allocation and Completion of Work

9.1 KPLC issues a JOB card for Road cutting, pavements opening Ducting and Reinstatements. The Job Card is serialized and contains two parts A & B.

### 9.2 Part A –Site Visit

This shows the scheme Title, reference number, location and date of allocation.

There is also a table showing various types of the nature of the ground to be excavated and this is where the estimated volume is filled /indicated.

The contractor and KPLC supervisor append their signatures after agreement of expected date of completion.

### 9.3 Part B- Taking Exact Measurements on Site

The exact measurements for both the excavations and reinstatements are filled in Part B's table. Any other extra work done is also included here.

Part B also captures the services completion and acceptance dates and there after the contractor and KPLC supervisor sign the job card.

The job Card will be used by KPLC to determine the bill of quantities as well as the contractor to raise their invoices.

### 9.4 Mobilization of several teams.

In the event that there arises several works at the same time(simultaneously) either new or emergencies/maintenance the contractors should be able to mobilize his resources including personnel to constitute several teams depending on the demand within a short time of notice.

### 9.5 Availability of the contractor all the time.

Also the contractor should be available throughout 24 hrs running (Day and Night) due to emergency services that may arise from time to time. Clauses 9.11 and 9.12 will still apply here regarding the job card.

## **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, the Head of the Department, Manager, System Operations 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, Licenses**

- 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 will apply for the permits on behalf of the contractor and also introduce the contractor, who will pay for the permit. The contractor will include such payments in the invoice and attach the receipts for reimbursements by KPLC
- 12.2 The above shall include valid, up-dated registration of the Contractors firm with National Construction Authority, NCA.
- 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 a valid license or registration from a professional body eg ERC/ERB
- 12.4 The Contractors undertake to produce, if and when lawfully required, the license 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:- )  
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**IMELDA BORE**  
**AG. GENERAL MANAGER,**  
**CORPORATE AFFAIRS AND**  
**COMPANY SECRETARY**



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

in the presence of: )  
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**DRAWN BY:**

**Imelda Bore Advocate,**  
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