



SERVICE LEVEL AGREEMENT

BETWEEN

THE KENYA POWER & LIGHTING COMPANY PLC

AND

(K) LTD

**FOR SERVICE LEVEL AGREEMENT FOR MAINTENANCE OF FIRE ALARM
SYSTEMS-**

TENDER No. KP1/9A.2/OT/022/SS/25-26

SERVICE LEVEL AGREEMENT

THIS AGREEMENT made this _____ day of _____ 2023
BETWEEN THE KENYA POWER & LIGHTING COMPANY PLC a public limited company duly incorporated under the Companies Act, Chapter 486 of the Laws of Kenya with its registered office situate in Nairobi in the Republic of Kenya and of Post Office Box Number 30099-00100 Nairobi in the Republic aforesaid (*hereinafter referred to as KPLC*)

AND

(K) LTD a duly registered entity according to the laws of Kenya and of **Post Office Box Number 3929-00100 Nairobi** in the Republic aforesaid, (*hereinafter referred to as the “Service Provider”*) of the other part;

WHEREAS

- a) KPLC invited tenders for certain services, that is to say for **SUPPLY & INSTALLATION OF FIRE ALARM & PROTECTION SYSTEMS FOR OFFICES & STORES** (*hereinafter referred to as the “Services”*) under Tender Number **KP1/9A.2/OT/022/SS/25-26**
- b) The Service Provider, having presented to KPLC that it has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Agreement.
- c) 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’s mandate.
- d) 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:-

SECTION A: GENERAL DESCRIPTION

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.
 - 1.1.1. "Service Provider" means Contractor responsible for servicing and maintenance of Fire Alarm/hydrant system and the related equipment.
 - 1.1.2. "Agreement" means this document, including any annexures thereto
 - 1.1.3. "Notice" means written notice and notifies has a corresponding meaning
 - 1.1.4. "Party" means the Company or the Service provider
 - 1.1.5. "The Company" means "The Kenya Power & Lighting Company PLC" or "KPLC" and these words may be used interchangeably.

- 1.1.6. "Services" means the provision of installation, inspection, testing, training, certification and maintenance of Fire Alarm system and the related equipment according to international standards.

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 “Service Providers” the covenants, agreements obligations expressed to be made or performed by the Service Provider 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 “Service Providers” any act default or omission by the Service Providers 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.
- 1.2.4. For purposes of all provisions within this Agreement and all attachments hereto, the terms “Service Provider” and “Contractor” shall have the same meaning and shall be interchangeable.

2. Basis of the Agreement

- 2.1. This Agreement comes into effect from the Commencement date of the Contract.
- 2.2. The Company wishes the Service Provider to provide Services (Service and maintain Fire Alarm/hydrant system and related equipment).
- 2.3. Nothing contained in this Agreement is to be construed in such a manner as to create an employment relationship.
- 2.4. This Service Level Agreement constitutes part of the Contract Agreement signed between the Company and the Service Provider.

3. Responsibilities and Obligations of the Service Provider

- 3.1. The responsibilities and obligations are as set out in this clause 3 and in Section B of this Agreement.
- 3.2. Conduct themselves and observe the norms and core values of KPLC, which are customer first, excellence, accountability and integrity.
- 3.3. The Service Provider and it is appointed agents shall maintain the Corporate Image of KPLC at all times during the period of contract.
- 3.4. The Service Provider undertakes to keep confidential and not to disclose any of the Company's trade secrets, know-how, methods, processes or any other confidential information to any person other than to persons employed by the Company.

4. Standards

- 4.1. Notwithstanding any of the provisions, terms, conditions and stipulations of this Agreement, the services provided by the Service provider shall conform to the highest standards as required by KPLC as stipulated in the applicable GOK legislation, 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 the

Service provider. This shall be discussed periodically with the Service Provider at least monthly during the period of the contract.

- 4.3 Grounds for cessation of the Service Provider's engagement by KPLC will include:
 - 4.3.1 Poor performance and substandard quality of work.
 - 4.3.2 Participation in fraudulent activities
 - 4.3.3 Disclosure of the Company's confidential documents or information to unauthorized parties without express prior written consent by the Company
 - 4.3.4 Misuse of KPLC Materials
 - 4.3.5 Undue delay in performance of the services

5. Responsibilities and Obligations of KPLC

- 5.1. The responsibilities and obligations are as set out in this clause 3 and in Section B of this Agreement.
- 5.2. KPLC shall provide detailed briefs, with clear objectives and service deliverables to enable the Service Provider fulfil its obligations.
- 5.3. KPLC shall provide requisite approvals, in a timely manner, to enable the Consultant fulfill its obligations in accordance with this Agreement.

6. Payment

- 6.1. The Company shall pay to the Service Provider during the terms of this agreement for its services at the rate provided in the Contract Agreement Form. The service fees will be paid on presentation of a valid invoice presented by the Service Provider upon successful inspection and acceptance of the works by the Kplc representatives.
- 6.2. The Service Provider shall upon presentation of invoice, provide a service report, delivery notes and Job cards and any other support documents necessary before processing of the payments.
- 6.3. Service Provider shall invoice quarterly and payments shall be made within 30 days after presentation of an acceptable invoice and supporting documents in accordance with the Company's terms and regulations.

7. General Reports

- 7.1. The Service Provider shall prepare weekly systems report, scheduled quarterly service report, Job cards upon site visitation, site specific reports as required from day to day operations and any other systems and progress reports as may be required by the Company for the assigned works vis-à-vis the agreed timelines.
- 7.2. Submitted reports shall be in the agreed format as guided by the KPLC project manager.

8. Deliverables

The deliverables of this services shall be functional and effective Fire Alarm System evidenced by systems reports as described above under clause 7.

9. Visitation

- 9.1. The Company or its representative(s) shall be at liberty to monitor and/or review the tools and equipment and other resources of the Service Provider to confirm their conformity for the performance of this Agreement.
- 9.2. The Company shall conduct periodical inspection of the Service Provider's capacity and ability to carry-out assigned works. Inspections shall be carried out through visits to the

Services Providers office premises as stated in the Confidential Business Questionnaire provided in the Tender Document.

10. General Remedial Measures

- 10.1. Where no remedial measure is specified to be taken by the Company, the Company 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 the Company shall not prejudice or derogate from its sole discretion, general power and control over any and all the services that the Consultants are carrying out on its behalf.

11. Responsibility

Notwithstanding all the above, in any issue regarding carrying out of these services, the Company's Project manager continues to have overriding and general power, responsibility and authority to issue any instructions, directions, advise or communication whatsoever.

12. Permits, Licenses

- 12.1. The Service Provider 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.
- 12.2. The Service Provider shall undertake to produce, if and when lawfully required, the licenses in circumstances so necessitating such production.

13. Penalties

Penalties shall apply as described in the service credits in Section B of this Agreement.

14. Confidentiality

- 14.1. The Service provider shall not, without the Company's prior consent, disclose this Agreement, or any provision thereof, or any specification, or information furnished by or on behalf of the Company in connection therewith, to any person other than a person directly in the employment of the Company in the performance of this Agreement or save and except in so far as the requirements regarding the performance by the Service Provider of the services is required.
- 14.2. This clause shall survive the termination, cessation of Services rendered by the Service provider or in any future partnership that any of the Service Provider may be a part of.

15. Duration, Termination and Renewal

- 15.1. The Service Level Agreement shall run for two (2) years from the Commencement date.
- 15.2. The Company may, at its option, renew the Service Level Agreement for an additional period, provided that at the end of the initial term the Company has given the service provider written notice of such election to renew 6 (six) months prior to the expiry of the initial term;
- 15.3. This Agreement may be terminated on 30 (thirty) days' written notice by either party. The notice period shall apply should the Company exercise its option to renew.

16. Variation not Effective unless in writing

No variation, modification or waiver of this agreement, or consent to or any departure therefrom, shall in any way be of any force or effect unless confirmed in writing and signed by the parties and then such variation, modification, waiver or consent shall be effective only in the specific instance and for the purpose and to the extent for which made or given.

17. Waiver

No failure or delay to exercise any power, right or remedy by the Company shall operate as a waiver of that right, power or remedy and no single or partial exercise of any other right, power or remedy shall operate as a complete waiver of that other right, power or remedy.

18. Sole Agreement

This agreement constitutes the sole agreement between the parties and no representation not contained herein shall be of any force or effect between the parties

19. Assignment

The Service Provider will not assign, encumber, delegate nor share any of the rights and obligations hereunder without prior written consent of the Company.

20. Time of the Essence

It is recorded that the timeous execution by the Service Provider of the services and obligations required by this agreement, and the timeous payments of the Service Provider's invoices are material and of the essence of this agreement.

SECTION B: DETAILED SERVICE DESCRIPTION

The Details of Services describe the basic requirements for services. In addition to the information and documentation in the Tender Document regarding the technical aspects of this tender, the Service Provider shall comply with the following;

PART A: DETAILED DESCRIPTION OF THE PROPOSED MAINTENANCE CONTRACT FOR FIRE ALARM & PROTECTION SYSTEMS FOR OFFICES & STORES

1. Introduction

The Contractor is expected to implement both preventive and curative service and maintenance to ensure the systems remain efficiently operational as per Schedule of Requirements, Price schedule of service (Bill of quantities) and this Service Level Agreement.

2. System Capacity

The system that will be entered into the proposed Service Level agreement shall comprise of the equipment listed in the Schedules of Requirements.

3. Scope of Service and Maintenance

This will be as described in the Schedule of Requirements, Price schedule of service (Bill of quantities) and this Service Level Agreement.

4. Details of Maintenance Contract

The contract will comprise of Preventive and Curative maintenance as described under schedule of maintenance routines clause 4.5 (Part B – Specific Details of Service (SDS): FIRE ALARM & PROTECTION SYSTEMS FOR OFFICES & STORES.

4.1 Preventive Maintenance Requirements

Preventive maintenance will involve the following:

- i. Scheduled quarterly servicing and maintenance
- ii. Frequent inspections and monitoring of the systems
- iii. Training/Knowledge transfer
- iv. 24x7 remote technical support.
- v. Software and firmware upgrades.

4.1.1 Scheduled Quarterly Servicing and Maintenance (SQSM)

This will involve checking the system after every three months within a year. The Service provider (SP) will have an expert travel and visit the site(s) premises as per the schedule. During his working travel the expert will perform a technical check-up of the entire system which will involve the following:

- i. Physical inspection of the system
- ii. Carrying out test drives and noting down all relevant test parameters like voltages, currents, resistance, power, temperatures among others.
- iii. In the event of malfunctioning of the system, provide or define remedy actions to rectify the faults.
- iv. Generate a detailed service report which will summarize all actions taken and recommendations.

4.1.2 Frequent Inspections and Monitoring

The systems will be monitored 24 hours by operators in the established security control rooms and any abnormalities cited and rectified early enough before a complete system breakdown occurs. The service provider will be notified immediately upon such eventualities.

4.1.3 Training/Knowledge Transfer

Technical support team and operators shall be taken through trainings occasionally to enhance their knowledge on the system as well as help them cope with emerging trends in the field. The Contractor will provide a technical and operational training to KPLC technical personnel. The training will cover maintenance of 1st and 2nd line. The training will be on the job training conducted during preventive maintenance visits and will include theoretical and practical sessions. A document listing topics covered in the training and signed by the trainees shall be submitted to KPLC. KPLC shall nominate the trainees and notify the Contractor.

4.1.4 24x7 Remote Technical Support

The service provider shall establish a mechanism to offer remote support services to the systems at all the times. This shall be used to log in calls, complains or quarries and response/action tracker. It shall be designed and implemented in liaison with the Company so as to align with existing platform and avoid having multiple platforms from different service providers.

4.1.5 Software and Firmware Upgrades

The systems will be closely monitored to establish and implement/upgrade any new (latest) software or firmware releases by the manufacturer accordingly.

4.1.6 The Contractor shall carry out the preventative maintenance programme submitted by the Contractor and accepted by the Company. Any variation from the accepted programme shall be subject to the prior agreement of the Company, which shall not be unreasonably withheld.

4.1.7 The Contractor shall carry out the planned preventative maintenance routines as noted in the schedules. These routines are the minimum required and the routines shall incorporate any other activities that may be required to keep the system operating to a high standard acceptable to the Company.

4.1.8 At commencement of the Contract, the Contractor shall provide the Company with a detailed method statement of the maintenance activities he intends to undertake.

4.2 Curative Maintenance Requirements

Curative maintenance will involve the following:

- i. Emergency on-site intervention.
- ii. 24x7 remote technical support.
- iii. Repair & Return to operations faulty parts or system
- iv. Recommendation to the Company on necessary spare parts and specifications to restore Faulty system for acquisition.

4.2.1 Emergency on-site Intervention

In the case of a System breakown ,when failure can't be fixed locally, nor via remote access, the service provider will immediately send the technical team to rectify the faults on site as per fault category.

4.2.2 24x7 Remote Technical Support

- i. The SP shall provide a central contact point whose objective is to support all emerging system issues or faults. The contact point will either be through a telephone system or through an online support mechanism.
- ii. This call center will be approached whenever required. The Call Center operates during normal Working hours 8.00 -17.00, however, high Severity level failures (Severity 1-2) will be supported by on-call engineers/technical team, 24 hours a day, 365 days a year
- iii. Every call will be recorded and given a unique number to ensure traceability and to maintain a log of activities, including time taken from opening to closure of every request for service, which will be received.
- iv. The call details will be assigned to appropriate personnel who will then take initial ownership to rectify the system fault

4.2.3 Repair & Return to Operations Faulty Parts or System

Any faulty component or sub-system of the system will be repaired as per the repair and maintenance procedure and in accordance with fault severity levels requirements. The Contractor will either repair or replace all repairable components(As supplied by KPLC) down to component level, for equipment, regardless of the frequency of failures or the number of failed units.

4.2.4 Replacement of spare parts

Replacement of spare parts or components of the system shall be done within the shortest time possible (once the part is availed by KPLC) in accordance to the existing contract requirement or in accordance with the procurement procedures if the damage goes beyond the scope of the contract. The Contractor shall provide KPLC with a list of critical items to improve the system. The items shall be sourced by KPLC and shall be availed to the contractor for replacement.

4.3 Drive Test and Optimization

In case of coverage issues and related performance de-gradation of the system the Contractor engineer will conduct a drive test in the coverage area as part of the periodical visit and will issue a report advising on course of actions required for optimizing the system, for reaching to the highest RF coverage performance.

4.4 Performance Reports

Using statistical information generated by the systems, Performance Management Reports for the system shall be collected, data including (but not limited to) site, and usage. The data is then summarized and carefully analysed to spot trends, such as consistent basis, to help KPLC make informed operational decisions based on system performance. This is to be done quarterly during the year.

5. Contractor's Obligations

- 5.1 Throughout the period of this contract, the Contractor shall provide support, in relation to the hardware and/or software support.
- 5.2 The Contractor shall provide preventive maintenance service, which will consist of carrying quarterly initiated service checks per year to ensure that the equipment's operation conforms to the manufacture's specification. This will include running the manufacture's diagnostic tests designed to test each individual item of equipment and/or other such test which the Contract regard as necessary and/or satisfactory to test the equipment.
- 5.3 The Contractor shall carry out repair services to the equipment as may from time to time be necessary to remedy defects in or breakdowns of the equipment.
- 5.4 The Contractor shall provide all software support and maintenance as well as software upgrades installation, re-installing and/or re-configuring software to the point of program operation and/or data and program backups or restoration as and when necessary.
- 5.5 The SP shall seek approval before removing any equipment for workshop. He shall provide a quotation for approval by KPLC before repairing the equipment. The repair period shall not exceed three working days from the approval date.
- 5.6 Should the contractor receive equipment for service in a Total Loss condition (Non economical repair), it will notify the Company as soon as possible giving details of repair costs, and will NOT be obligated to repair such equipment. Declaring an Equipment to be a "TOTAL LOSS" shall be joint decision of the Contractor and KPLC technical security expert. KPLC shall source and avail the replacement spare part to the SP.
- 5.7 Damage caused by normal wear and tear shall be assessed jointly with KPLC and quotation availed by the contractor for approval or sourcing by KPLC. These will be limited to broken/missing parts.
- 5.8 The Contractor shall be obligated to replace consumable items and shall not invoice KPLC separate from the amount capture red in Priced Schedule. Items classified as consumable shall be:
 - i. Remote batteries
 - ii. Power supply connector cables
 - iii. Fuses
 - iv. Cable connectors and other and accessories.

The Contractor shall provide a price list as per the Price Schedule for these items at the commencement of the contract and be valid for the duration of the contract.

- 5.9 The Contractor service desk shall issue KPLC with a call reference number with which the reported incident shall be tracked until it is resolved to the satisfaction of the company.
- 5.10 The Contractor will respond to a service call placed by the Company and recorded by the Contractor help desk personnel, within the agreed response times.
- 5.11 The Contractor will use its best endeavors to resolve any problem within the minimum time possible and not more than stipulated escalation/response time.

- 5.12 The Contractor shall keep records of service calls including but not limited to the dates and time of reporting of breakdowns and their resolution, signature of a KPLC representative, nature of fault and actions taken.
- 5.13 The Contractor shall be deemed to have examined the Sites and the General Conditions and Specification, with the Schedule of Equipment as annexed thereto and referred to therein
- 5.14 The Contractor shall be deemed to have examined the Installation Site and the General Conditions and Specification, with the Schedule of Equipment as annexed thereto and referred to therein
- 5.15 The Contractor shall, after carrying out his duties, leave the Equipment in a clean and sound condition, and shall clear away all rubbish.
- 5.16 The Contractor shall be responsible for identifying all faults associated with the system, and for reporting to and in liaison with KPLC to ensure that the system is restored to full operation as quickly as possible.
- 5.17 The Contractor shall be responsible for identifying all faults associated with the loss of the electrical mains supply to all equipment within the system, and for reporting to and liaison with either (the electrical supply company) or KPLC's Agents, as appropriate, to ensure the system is restored to full operation as quickly as possible.
- 5.18 The Contractor shall be responsible for touch up painting repairs on any disturbed surface during the course of his work.
- 5.19 At the commencement of the Contract the Contractor shall provide a schedule of equipment with equipment serial numbers, which shall be provided to KPLC.
- 5.20 Should it be necessary, during the Contract period, for any equipment to be replaced by the Contractor the replacement item shall be subject to the prior approval of KPLC, which shall not be unreasonably withheld.
- 5.21 Where an equipment replacement results in KPLC's system documentation (i.e. Operator and Maintenance Manuals) being out of date the Contractor shall, if not replacing equipment at KPLC's expense, update KPLC's documentation (i.e. the Operator and Maintenance Manuals) at his own expense. Where the equipment is being replaced at KPLC's expense the documentation update shall be at his own expense. All changes to the documentation shall be subject to the prior agreement of KPLC which shall not be unreasonably withheld.
- 5.22 Should any change to the schedule of equipment be necessary the Contractor shall provide an updated schedule within one month of any change taking place.
- 5.23 At the termination of the Contract, or at any other time that KPLC requests it, the Contractor shall, in conjunction with KPLC, verify that the system equipment complies with the agreed schedule.
- 5.24 Throughout the Contract period the Contractor shall establish and maintain an operational fault reporting center to which all faults on the system shall be reported by KPLC's Agent; the center shall incorporate an Email account which shall be operational at all times during the hours of 8.30 am to 5.00 pm Monday to Friday excluding Holidays.
- 5.25 Faults shall be reported to the center by E-mail, thus providing a hard copy of the reported fault. At all other times faults should be reported to an out of hours' telephone manned 24 hours per day and backed up by E-mail.
- 5.26 The fault reporting procedures shall be subject to the prior approval of KPLC.
- 5.27 Throughout the Contract period the Contractor shall maintain full records of all attendances and repairs made under the Contract. All such records shall be provided to KPLC at regular intervals, not to exceed three months.

- 5.28 The Contractor shall be entitled to free use so far as reasonable for the purposes of the Maintenance Services such supplies of electricity, water and gas as may be available therefore on the Installation Site
- 5.29 The Contractor shall (subject to the conditions contained herein, and the Performance by KPLC of its obligations under this Contract) perform the Maintenance Services in respect of Security equipment (hereinafter called the Equipment) listed in the Schedule of Requirements. The Maintenance Services shall neither include anything expressly excluded from this Contract nor any replacement of, nor repair to, parts damaged or worn out during the currency of this Contract, otherwise than by fair wear and tear. In the event of the Contractor sending any part of the Equipment away from the installation for repair or overhaul, then he shall bear all the costs, including those of packing, carriage and insurance, incurred in the dispatch, overhaul, repair, return and installation of the equipment.
- 5.30 All goods and materials used by the Contractor in carrying out his obligations herein shall be of the highest standard and quality and in full compliance with the requirements of the original equipment manufacturer's recommendation; all replacements shall be new and of a manufacturer's revision level not less than that of the part to be replaced. When replacement parts are fitted these shall become the property of KPLC or the relevant Partner.
- 5.31 The Contractor shall be responsible for providing the access vehicle and safety barriers, etc. for servicing the fire Equipment (i.e. smoke detectors, heat detectors, Amplifies, Sounders, cables, modules, panels etc.) as well as all tools, test equipment, spares, goods and materials in fulfilling the Maintenance Services at no extra cost.
- 5.32 The Contractor shall, except where otherwise agreed in writing, perform routine preventative maintenance of all Equipment in accordance with the recommendations of the original equipment manufacturer and the submitted Schedules.
- 5.33 The Contractor shall provide details of the proposed program of preventative maintenance for the total system, the program shall, as a minimum, provide for two six monthly inspection per annum, together with any necessary corrective action, on all system equipment, confirming or returning equipment to full and proper operation; a full equipment status report in writing shall be given to KPLC.

6. The Company's Obligations

- 6.1. To facilitate the provision by the Contractor of maintenance and support services the Company shall:
- 6.2. Keep and operate the systems and peripherals in a proper and prudent manner and ensure that only competent employees are allowed to operate them.
- 6.3. Use the systems and peripherals in a suitable environment and in accordance with manufacturer's instructions and advice of the Contractor.
- 6.4. Co-operate with the Contractor and do all in its power to assist to restore the equipment back to the working condition.
- 6.5. Make sure that during the contract period, no personnel other than the Contractor personnel shall conduct any repairs and/or installations, and or any other action to the equipment, except data backup and any other action done by the company's technical manager and approved in advance by the Contractor. Any such attempt will lead to the loss of manufacturer warranty and any Contractor responsibility for the said equipment.
- 6.6. Enable and allow the Contractor to remotely connect to the system for remote diagnostics, software update and repair.

- 6.7. The company will pay the Contractor in accordance with the General provisions for payment immediately after completion of every quarter and upon presentation of the relevant service reports, job cards and Invoices and not later than 30 days from the date of issue of any invoice.
- 6.8. KPLC shall ensure that his Agents operate the equipment in accordance with the instructions contained within the Operator's manual.
- 6.9. KPLC shall neither make nor permit others to make any alterations to the system without first consulting with the Contractor.
- 6.10. KPLC shall ensure that his Agent complies with the fault reporting procedures agreed with the Contractor.

7. Performance

- 7.1 The Contractor guarantees that the system repair cycle time of any fault will be as per the Fault Categorization Level under Clause 3.0 of Part B herein.
- 7.2 All incidents that require the Contractor's visit to the customer premises or equipment repair in the Contractor workshop, shall be recorded on the Contractor's job card or work ticket and must be signed by the Company's authorized personnel. The job card will give details, and indicate among other details, actual arrival time, problem diagnosed, resolution provided, departure time and any Company representative comments.

8. Confidentiality

The Contractor, its employees, agents and or independent contractors acknowledge that in dealing with the Company pursuant to this agreement, it may come across information, which is confidential and proprietary to the Company, disclosure or use of which might result in damages or loss to the company business or affairs of the Company. It is therefore agreed that the Contractor shall keep all such information confidential and will not disclose the same without the prior written consent of the customer. For the avoidance of doubt, it is agreed that the provisions of this clause shall survive the termination of this Agreement.

9. Site Access

- 9.1. KPLC shall afford access to the Installation Site to the Contractor at the times stated in the Specification or other times by arrangement.
- 9.2. In the execution of the Maintenance Services, the Contractor shall not authorize or purport to authorize any person other than his approved employees and sub- contractors and their employees to come upon the Site, except by the written permission of KPLC.
- 9.3. For the purposes of routine maintenance it will be the general aim to agree dates for these visits. It must, however, be accepted that occasionally operational or other circumstances will necessitate refusal to agree to dates proposed. The Contractor shall give KPLC seven days' notice of routine maintenance visits. KPLC shall give the Contractor three days' notice if the equipment is not accessible for routine maintenance. There may be instances when for operational reasons, the Contractor may be refused access to the Control Room or camera sites without notice.
- 9.4. Notification shall be on E-mail and shall be confirmed by KPLC and Contractor respectively.
- 9.5. Notwithstanding the foregoing the interval between the routine visits to a site shall not fall below nor exceed the scheduled date by more than four weeks.

10. Delegation by Client

KPLC may from time to time delegate any of the powers, discretions, functions and authorities vested in him and may at any time revoke any such delegation. Any such delegation or revocation shall be in writing signed by KPLC and, in the case of a delegation and the person or persons to whom the same are delegated. No such delegation or revocation shall have effect until a copy thereof has been delivered to the Contractor.

11. Contractor's Workforce

- 11.1. The Contractor shall employ competent Qualified Operators, whose name or Names shall have been previously communicated in writing to KPLC by the Contractor, to carry out the Maintenance Services on the Installation Site. Any orders or instructions, which KPLC may give to the said Qualified Operators of the Contractor, shall be deemed to have been given to the Contractor.
- 11.2. The Contractor's operators shall be subject to the security and safety vetting procedures noted at Clause 1.24.
- 11.3. KPLC shall be at liberty by notice in writing to the Contractor to object to any representative or person employed by the Contractor in the execution of the Maintenance Services who shall, in the opinion of KPLC, misconduct himself or be incompetent or negligent, and the Contractor shall forthwith remove such person from the Installation-Site and KPLC shall not be liable to the Contractor or any other person for any costs or losses of same.

12. Contractor's Records

To enable KPLC to ascertain the Contractor's entitlement to payments claimed under the Contract the Contractor and sub-contractors shall keep time sheets and (so far as practicable) the time worked by the work people in their employment, job cards, service reports and other payment documentation which shall be produced whenever required for the inspection of any agent authorized by KPLC.

13. Security Clearance

All personnel working in the Control Room, or on Security equipment shall be security vetted by KPLC. Only those staff who pass the vetting process will be permitted to enter these areas. The Contractor shall provide in advance such details as may be required by KPLC for all staff. KPLC reserves the right to reject any personnel for security reasons. No reason will be given for such decisions to reject personnel.

14. Hoists, Scaffolding and Barriers

The Contractor shall cater for all hoists, scaffolding, barriers, signage, lighting and the like to enable him to properly and safely carry out the maintenance works.

15. Schedule of Stock Spares

- 15.1. The contractor shall submit list of spares as required to achieve the fault response criteria.
- 15.2. KPLC shall source for the spare parts as and when need arise and shall avail to the contractor for replacement.

16. Fault Reporting and Rectification

16.1. Fault Reporting

- 16.1.1. KPLC shall establish and maintain such fault reporting organization, hereinafter referred to as the "Centre", as shall be agreed with the Contractor. The center shall notify the Contractor by telephone that a fault exists and confirm by E-mail.

- 16.1.2. KPLC's Agent when reporting a fault shall make every effort to give accurate and meaningful information on fault characteristics. Additionally, any other information requested by the Contractor shall, where reasonably practical, be provided.
- 16.1.3. Faults will be notified on the Fault Report Form included in the bidder's proposal.

16.2. Fault Rectification

- 16.2.1. Corrective/curative maintenance shall be based on level of severity as described elsewhere in the document (categories of faults).
- 16.2.2. On site and repair times shall commence from the time of notification of a fault by the Centre to the Contractor.
- 16.2.3. Repair time shall be that point in time at which the system is returned to an acceptable level of operation to the satisfaction of KPLC. Where a full repair has not been carried out the fault shall be classified as a non-urgent fault and the repair time period shall commence from the time of the temporary repair and the Contractor shall use his best endeavors to restore the system to full operational status as quickly as possible; except where the fault is due to damage beyond the Contractor's reasonable control, and he shall then take all necessary steps to expedite the repairs to the reasonable satisfaction of KPLC.
- 16.2.4. An urgent fault shall be any fault(s) that results in the loss of either picture, control facilities or recording of cameras. A non-urgent fault shall be all other faults not classified as urgent.
- 16.2.5. The Contractor shall report to the Central Command and Control center and record his attendance in the regional control room prior to commencing any works.
- 16.2.6. The Contractor shall report to the Control Room before leaving site and confirm all actions/repairs that have been carried out.

17. Repair of Faults not Covered by this Agreement

- 17.1. Faults to the equipment not covered by the terms of this Agreement shall be approved prior through submitted quotation by the SP and shall later be invoiced and payment done upon inspection by KPLC.
- 17.2. All repair work and costs shall be agreed in advance with KPLC and where possible a fixed price agreed.

18. Control System and Software

- 18.1. The Contractor shall include within his price for the maintenance of the system control software. He shall be responsible for all necessary updates/upgrades.
- 18.2. The Contractor shall only carry out the repair and maintenance of the control system hardware using staff who have been specifically trained in the equipment servicing by the control system manufacturer.

19. Testing Equipment

The Contractor shall be responsible for providing all of the specialist tools and test equipment necessary to carry out the maintenance of the Security equipment and validate that the equipment is operating correctly to the optimum performance settings.

20. Reports

The Contractor shall avail reports as per the following table;

no	type of report	description	frequency	time line
1.	Site-specific Reports	Site reports on need-arise-basis detailing the reason for site visit, action taken and any recommendations, accompanied by signed job cards as per agreed format with KPLC	On Demand	2 days after site visit.
2.	Weekly systems maintenance report	Weekly brief summary of all sites attended to/visited during the week detailing all scheduled activities, emergencies or special visits to sites as per agreed format with KPLC	Weekly	Friday at 4pm every week.
3.	Progress reports	Daily brief summary of planned activities on restoration of the systems and maintenance as per agreed format with KPLC	Daily	At 9am of the following day after the planned daily activities.
		Progress report on the restoration of existing faults and scheduled service progress of the systems as per agreed format with KPLC	Weekly	Friday at 4pm every week.
		Monthly Progress report on the restoration of existing faults and scheduled service progress of the systems as per agreed format with KPLC	Monthly	Last day of every month at 4pm
		Quarterly Progress report on the restoration of existing faults and scheduled service progress of the systems as per agreed format with KPLC	Quarterly	Last day third month of the quarter at 4pm
4.	Quarterly reports	Scheduled maintenance reports presented after every servicing of the systems as per agreed format with KPLC	Quarterly	One week after service date as per the schedule.
5.	Special reports	On-need –arise basis. This could be system generated reports, investigation reports or exceptional reports as may be required as per agreed format with KPLC	On Demand	3 days after request
6.	Emergency reports	These shall include reports for unplanned occurrences e.g. systems breakdown/interference, power failures ,natural calamities which might affect system functionalities etc as per agreed format with KPLC	On demand	3 days after request

PART B – SPECIFIC DETAILS OF SERVICE (SDS) FIRE ALARM & PROTECTION SYSTEMS FOR OFFICES & STORES

1 Definition of Terms

- 1.1 Cycle time- The time taken between opening and closing a service call
- 1.2 Equipment means- FIRE ALARM System as detailed as described in the Schedule of Requirements, Price schedule of service (Bill of quantities) and this Service Level Agreement.
- 1.3 FRU - Field Replacement Unit (local spare parts).
- 1.4 Help desk means- the Contractor appointed phone number and call logging tool for placing service calls
- 1.5 Response time- the time taken after receiving a service call to the time reaching the company site or remotely connecting to the system
- 1.6 Support & maintenance means- maintenance of the above equipment
- 1.7 Support Engineer means-the Contractor appointed qualified Fire Alarm Systems Technical staff
- 1.8 Service call- report of a fault in any of the system components.
- 1.9 Service- means any service provided by the Contractor for the support and Maintenance of the Fire Alarm Systems.
- 1.10 The parties means- the company and the Contractor
- 1.11 Total loss – a case whereby a unit cannot be repaired or the cost of repair is more than 70% of the cost of a new unit of the same nature.
- 1.12 Working days - any day (except Sunday or other gazetted public holidays in Kenya) between the hours of 0830 hours and 1730 hours.
- 1.13 Call out-Any other day or time not defined as working hours.
- 1.14 CCC-Central Security Command and Control Centre.
- 1.15 Qualified Operators' shall mean persons who have received a course of training in the use and operation of the Fire Alarm Systems/ equipment.

2. Support and Maintenance Service

- 2.1 The support and maintenance services shall be provided during working hours and on working days unless on special call out.
- 2.2 The maintenance services shall consist of repairing faulty equipment, as detailed in the Schedule of Requirements, Price schedule of service (Bill of quantities) and this Service Level Agreement.
- 2.3 Carrying out of inspections, preventive, corrective and routine maintenance (which include hardware and software support, maintenance services, and programming), firmware and software upgrades and bug fixes, diagnosis and the repair or replacement of parts made necessary by normal wear and tear.
- 2.4 The Contractor shall use its best endeavors to respond promptly after a service call for maintenance or support services has been made by the company.

3. Fault Categorization

3.1. Severity Level One (1)

This is defined as a failure, which denies or severely limits users' access to a 'live' or on-line system.

The following are examples of this kind of failure:

- a) Total inability to access the Fire Alarm/hydrant System e.g. Pump failure, Blockage of water flow, leakage, power issues (Ups failure, Mains Failure) Software failures, Fire Control panel, fire modules, Public address failure etc
- b) Common Networking equipment failure that impacts more than 50% of the Fire system and equipment in the site/installation.

Response Time:

The Contractor engineer will respond within four hours (4 hrs) of the initial service call for support being received by the Contractor.

3.2. Severity Level Two (2)

This is defined as a failure that results in diminished user access of the system. The following are examples of this kind of failure:

- a) Failure of more than 2 zones/detectors, sounder/flasher, Fire exit door, sections of hydrant system etc.
- b) Failure of any complete sub-system /floor/fire exit doors system, module, repeater etc.
- c) Failure of any complete sub-system/section which does not affect more than 50% of the system.

Response Time:

The Contractor will respond within Twelve hours (12hr) of the initial service call for support being received by the Contractor.

3.3. Severity Level Three (3)

This is defined as a request from the KPLC for clarification regarding procedural problems. Instances that would fall within this category would be for example:

- a) User related problems e.g Inability to save or view incidence, saving an incidence, archiving, printing problem, change of passwords or users credentials etc.
- b) Common Networking equipment failure which does not affect functioning of the fire equipment but basic operational procedures

Response Time

The Contractor's Engineer shall be online with the KPLC representative within e (24hrs) hours of the initial request for support being received by the Contractor.

3.4. Severity Level Four (4)

Minor failures or failure of equipment that does not affect the operation of the system, such as:

- Failure of redundant components
- Loose connections to plumbing work
- Minor alarms in the system
- Wrong date and time format

Response Time:

The Contractor's Engineer shall attend within four (4) days of the initial request for support.

4. Reported Incident Escalation Procedures

4.1. The Company may escalate incidents if they have not been resolved within the stipulated times as follows;

Escalation Level	Escalation Point (Contact)
1 st Level	Site Supervisor-(Technical): XXXX
2 nd Level	Project Coordinator: XXXX XXXXX
3 rd Level	(Must be the highest authority in the company):MD XXX XXXX

4.2. The Company will escalate the reported incident if the resolution times indicated below have been exceeded;

	Time in Hours		
Fault Category	1st Level escalation	2nd Level escalation	3rd Level escalation
Severity Level One (1)	4	8	12
Severity Level Two (2)	12	24	36
Severity Level Three (3)	24	36	72
Severity Level Four (4)	96	120	148

4.3. Maintenance of the Company Fire Alarm System

4.3.1. Unscheduled Maintenance – Where the Contractor requires to conduct an unscheduled or urgent maintenance activity the Contractor shall issue a Request Notice to the Company one (1) day in advance.

4.3.2. Planned/Scheduled Maintenance - Where the Contractor requires to conduct a planned maintenance activity the Contractor shall issue a Request Notice to the Company ten (10) days in advance.

4.3.3. When undertaking maintenance of any nature the Contractor shall ensure that connectivity is maintained.

4.4. Access by Contractor

4.4.1. The Contractor will be required to notify the Company of the need to access the Company facility through the Security services contacts, call centre or through KPLC point of contact for this SLA as follows:

Access Type	Notification Time
Routine Maintenance	1 day
Emergency Access	Immediately

4.4.2. The Contractor shall be required to provide the following information:

- i. Time and date when access is required
- ii. Whom to be granted access (Name and National ID. Number)
- iii. Description of works

4.5. Schedule of Equipment and Routine Maintenance

a) Schedule of equipment to be maintained: fire alarms system and firefighting equipment

The Schedule of Equipment has been prepared in general terms to identify the equipment covered by the Maintenance Agreement. Those items not identified but which are clearly required for the operation of the FIRE ALARM system shall be included within the Maintenance Agreement.

i) Schedule of Equipment to be maintained: Fire Alarms System

NO.	ITEM DESCRIPTION		
1	Fire Alarm control panel and related software's and equipment.		
2	Fire loop /zone Module		
3	Repeater Module		
4	Fire exit door system		
5	UPS and Batteries		
6	Public Address system		
7	Sounders and Strobe		
8	Fire Alarm cable 1M		
9	All Fire alarm cabling		
10	Break glasses		
11	Detector Call point		
12	Keypads		
13	Surge protectors		
14	Safety Signage's		
15	Dot Matrix Printer		
16	Fire detectors(Heat and smoke)		
17	Application management computer and related software's and accessories		
18	Hydrant system components eg Piping,Pumps,Tanks ,Valves etc		
	List others if omitted during the mandatory site visit		
20			
21			

ii) Additional equipment /items

The following items shall be inspected by the Contractor at the agreed upon intervals:

- a) Safety Signage
- b) Operational Check
- c) control panel
- d) detector call point
- e) Cable plant (zone & loop).
- f) backup batteries
- g) Computers
- h) printers and toners
- i) mains changeover
- j) log book entries
- k) alarm functions
- l) environmental
- m) All Fire Fighting Equipment as described in Schedule of Requirement

b) Schedule of Maintenance Routine

i) General Routine description

This schedule has been prepared to indicate the minimum requirements for the preventative maintenance of the FIRE ALARM system and Fire Fighting Equipment. The Contractor shall be responsible for all of the maintenance necessary to ensure that the complete FIRE ALARM system as specified in this Maintenance Agreement achieves a constant high quality operation.

The schedule indicates the maintenance tasks required but does not state how they will be carried out. All maintenance activities will be completed in accordance with the equipment manufacturer's guidelines, recommendations and good working practices.

The following symbols are used: -

M	Monthly (calendar)
3M	Quarterly (3 monthly)
6M	Semi-annually (6 monthly)
Y	Annually

In all instances where preventative maintenance work has identified the need to replace equipment, items or components, this work shall be carried out under the maintenance function as defined within the Contract.

ii) Fire Alarm System Maintenance schedule Classification

The table below summarizes the schedule categories and related works:

Table 1: Fire Alarm System Maintenance Work Classification		
Category	Sub-Category	Description
Planned maintenance	Time-based /Scheduled Maintenance	Detects system deterioration and prevents failure by systematic inspection and monitoring undertaken at predetermined time intervals
	Condition-based Maintenance	Corrective maintenance work performed, as a result of significant deterioration or failure, to restore the system to full functionality.
	Statutory Maintenance	Actions performed to provide the minimum level of maintenance to meet mandatory requirements of International Code of Practice such as BS5839 Part 1.As well as Kenya Standards and County Government Bi-laws on Safety, Health and occupation. (Often includes some of the Time-based and Condition-based maintenance tasks).
Unplanned Maintenance	Routine Breakdown Maintenance &	Unplanned and reactive maintenance actions performed to restore the system to full functionality, as a result of an unforeseen failure.
	Incident Maintenance	Unplanned maintenance actions to restore the system to full functionality as a result of damage resulting from a lightning strike, vandalism, fire or other accidents.

iii) Time-based preventive maintenance according to BS5839 part 1

The table below tabulates tasks to be carried out and the frequency.

Table 2: Time-based preventive maintenance according to BS5839 part 1	
Daily	1. Attend to failures recorded in the daily logs by Security Control room operators on the control panel to ascertain that it shows normal operation. 2. Replacement of any broken break glass.
Monthly	3. Ensure that Check any printers to ensure that reserves of consumables are adequate for 2 weeks' normal usage (KPLC Control Room Operators in Liaison with Contractor.)
Quarterly	4. Check entries to Security Control room log book and ensure that necessary actions are taken 5. Examine batteries and their connections and test them as specified by supplier to ensure that it is not likely to fail before the next quarterly inspection. 6. Check Alarm functions of the panel by operating a detector /call point in each zone 7. Check Alarm sounders and automatic link to remote centers, if any. 8. Check all ancillary functions of the control panel, where possible. 9. Check all fault indicators and circuits by simulating a fault condition. 10. Visually inspect the control panel for signs of moisture ingress or other deterioration. 11. Visually inspect whether structural or occupancy changes have affected the requirements for the siting of call points, detectors and sounders. 12. Visually inspect to confirm that a clear space of at least 750mm is preserved in all directions below each detector, that detectors are sited in accordance with code of practice clauses 12 &/or 13 and that all call points remain unobstructed and conspicuous.

Table 2: Time-based preventive maintenance according to BS5839 part 1

	13. These tests should be done by a competent person, and upon completion, a certificate of testing is issued to the responsible person. 14. Check the management computer and application software and take any necessary corrective measure including any software updates and also the anti-virus upgrades. 15. Simulate mains failure to automatically start standby generator to power the fire alarm system for at least 1 hour. Check for malfunctions. Restore to normal supply and advise /Inform of any need to check the generator to KPLC ie need to check generator startup battery & charger, fill up of the fuel tanks, top up oil and coolant if necessary by KPLC. 16. Ensure that the system is capable of operating under alarm conditions by operating at least one detector or call point on one circuit (zone or loop). For systems with 13 circuits or less, each circuit should be tested in turn. For systems with more than 13 circuits, then more than one circuit must be tested each week so that the interval between tests on one circuit does not exceed 13 weeks
Annually (4 th quarter service)	17. Check each detector for correct operation in accordance to manufacturer's recommendation. 18. Visually check all cable fittings and equipment are secure, undamaged and adequately protected. 19. Record any defects in a logbook and upon completion, a certificate of testing is issued to the responsible person. 20. Replace all UPS/Power back up batteries. 21. Carry out fire Drill as per regulations.

iv) Specific Schedule of Maintenance Routines

The following table describes specific tasks and frequency to be conducted at component level.

No.	Code	Description	Service description	Frequency	Remarks
	Fire Alarms				
	C1	<i>External Housings(siren boxes, strobes etc)</i>	• Visual inspect, check weatherproof gasket for seal, rectify where necessary. • Check internal of housing for moisture rectify where necessary. • Check external joints, glands, make off and re-seal where necessary • Clean housing glass. Replace where necessary.	6months	
	C5	<i>Detectors Performance</i>	• Measure and record device performance. • Provide hard /soft copy of report of the tests.		

No.	Code	Description	Service description	Frequency	Remarks
	C7	<i>Cables and ducting</i>	• Check cable protection ducts, conduits, mini-trucking etc. to ensure proper physical conditions. • Check all cables for damage, continuity, etc. Replace where necessary	3 months	
	C8	<i>Connections</i>	Check all connections, plugs for damage continuity, moisture ingress Check BNC, RG 45 and other connectors. Replace where necessary		
	D1	<i>Control Panel performance/functionality</i>	• Check all functions operate correctly(Recording, time, playbacks, Event logs,voltages,resolution,software ,drives,streaming,network,datab ase,etc • Check all control functions • Reconfigure to right performance specifications/factory resets where necessary.		
	M1	<i>Monitors</i>	• Check video signal for level. • Check BNC/RJ and other connections. Remake or • Inspect display tube. Replace where necessary • Check condition of cables. • Inspect display tube. • Adjust, rectify or Replace where necessary • Perform any factory resets if need be.		
	PC1	<i>Control System and PC</i>	Clean PC,Clean filters to PC fans. Check security of cable connections Clean hard disks Software checks and upgrades. Check antivirus and malware protection.		

No.	Code	Description	Service description	Frequency	Remarks
	E1	<i>Electrical Power Supplies</i>	• <i>Check all input and output parameters (Voltage, current, power, frequency etc.) and ensure its within accepted nominal values as per IEE standards.</i> • <i>Check all surge/overvoltage protection units to ensure correct functionality.</i> • <i>Check operation of Fuses and circuit breakers</i> • <i>Check for ingress of moisture at distribution boards, plugs and sockets</i> • <i>Check all cables for damage, continuity, e.t.c</i> • <i>Check earthing connections</i> • <i>Fixed wiring inspection and test to BS 7671 standards.-(after 2 years)</i> • <i>Rectify where necessary.</i>		
		All Fire alarm Equipment	• <i>Clean or blow to prevent dust, dirt or any form of corrosion.</i> • <i>Cleaning material and process shall be as per IEE standards of cleaning electrical equipment and in accordance with safety regulations.</i>		
		ALL Fire Hydrant equipment	• <i>Check and service as per fire hydrant equipment standards</i>		

4.6. Incidence Resolution Times

The **Contractor** shall resolve the reported incident as indicated in the table below:

Fault category	Incidence Resolution Time
Severity Level One (1)	4 hours
Severity Level Two (2)	12 hours
Severity Level Three (3)	24 hours
Severity Level Four (4)	96 hours

5 Service Credits

5.1 The **Company** shall impose Service Credits if the Contractor fails to meet the agreed Service Availability requirements.

5.2 Service Credits shall be deducted from Operation & Maintenance Charges before payment is made to the **Contractor**.

5.3 Service Credits shall be imposed in the manner shown in the following table.

Service Levels	Resolution time per incident in hours	Service Credit KSHS per Incident
Severity Level One (1)	4hrs	Nil
	4hrs-12hrs	0.1% of annual contract sum per each hour exceeded
	Above 12Hrs	0.5 % of annual contract sum per each hour exceeded
Severity Level Two (2)	12	Nil
	12-72 hours	0.1% of annual contract sum per each day exceeded
	Above 72Hrs	0.5% of annual contract sum per each day exceeded
Severity Level Three (3)	24 hours	Nil
	24-96 hours	0.1% annual contract sum per each day exceeded
	Above 96 Hours	0.5% annual contract sum per each day exceeded
Severity Level four (4)	4 days	Nil
	4-12 days	0.1% annual contract sum per each day exceeded
	Above 12 days	0.5% annual contract sum per each day exceeded

5.4 Service Credits shall be deducted as tabulated above and all other relevant taxation will apply.

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	)	
THE KENYA POWER &	)	
LIGHTING COMPANY PLC BY: -	)	
_____	)	
MANAGER, SECURITY SERVICES)	)	_____ Signature
	)	
_____	)	
MANAGER FULL NAME	)	
	)	
in the presence of:	)	
	)	
	)	
_____	)	
FULL NAMES	)	_____ Signature
	)	
	)	
_____	)	
DESIGNATION	)	

SIGNED BY AND ON BEHALF OF THE	)	
SERVICE PROVIDER	)	
	)	
	)	
_____	)	
AUTHORISED SIGNATORY FULL NAME	)	_____ Signature
	)	
in the presence of:	)	
	)	
	)	
_____	)	
FULL NAME	)	_____ Signature
	)	
	)	
_____	)	
DESIGNATION	)	