



**SERVICE LEVEL AGREEMENT**

**BETWEEN**

**THE KENYA POWER & LIGHTING COMPANY PLC**

**AND**

**XXXXXXXXXX**

**FOR SERVICE AND MAINTENANCE OF ELECTRIC FENCES**

**TENDER No. KP1/9A.2/OT/032/SS/23-24**

**TENDER FOR PROPOSED DESIGN, SUPPLY, INSTALLATION AND  
COMMISSIONING OF ELECTRONIC SECURITY SYSTEMS IN SELECTED  
SUBSTATIONS, COMMERCIAL OFFICES & DEPOTS COMPANYWIDE**

**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**

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

**WHEREAS** KPLC invited tenders for certain services, that is to say for Provision of **SERVICE LEVEL AGREEMENT (SLA) FOR MAINTENANCE OF ELECTRIC FENCES** (*hereinafter referred to as the “Services”*) under Tender Number **KP1/9A.2/OT/032/SS/23-24**

**AND WHEREAS:-**

The parties wish to set service performance standards to meet the dynamics of customers’ satisfaction, public safety, statutory body’s regulations, county by-laws and KPLC’s 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:-**

## **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 Electric fence system and its 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
  - 1.1.6. "Services" means the provision of installation, maintenance, inspection, testing and certification services of Electric fence system and related tools and 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.

### **2. Basis of the Agreement**

- 2.1. This Agreement comes into effect from the Commencement date
- 2.2. The Company wishes the Service Provider to provide service (Service and maintain Electric fence 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 (see also Section B)**

- 3.1. Conduct themselves and observe the norms and core values of KPLC, which are customer first, excellence, accountability and integrity.
- 3.2. The Service Provider and it is appointed agents shall maintain the Corporate Image of KPLC at all times during the period of contract.
- 3.3. 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 unauthorised 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(see Section B)**

## **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**

- 8.1. The deliverables of this services shall be functional and effective Electric fence system and related equipment, evidenced by system 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**

- 11.1. Notwithstanding all the above, in any issue or any 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**

- 13.1.1. 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. Cession**

The Service Provider will not cede, 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, all Tenderers shall comply with the following -

### **PART A: DETAILED DESCRIPTION OF THE PROPOSED MAINTENANCE CONTRACT FOR ELECTRIC FENCES**

#### **1. INTRODUCTION**

Kenya Power has installed Electric fences across the country, mounted atop boundary walls as well as free standing. The fences are to send alerts through the GSM and radio transmitters to the radio back up service providers as well as local control room Kplc and are all expected to be managed through central alarm management system.

The Contractors is expected to put into place both preventive and curative service and maintenance services for the structures, hardware and software to ensure that the systems remain effective and efficiently operational.

#### **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 routines **clause 4.5 (PART B – SPECIFIC DETAILS OF SERVICE (SDS) ELECTRIC FENCES)**

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## 4.1 PREVENTIVE MAINTENANCE REQUIREMENTS

Preventive maintenance will involve the following:

- Scheduled quarterly servicing and maintenance
- Frequent inspections and monitoring of the systems
- Training/Knowledge transfer
- 24x7 remote technical support.
- 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. 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:

- Physical inspection of the system
- Carrying out test drives and noting down all relevant test parameters like voltages, currents, resistance, power, temperatures among others.
- In the event of malfunctioning of the system, provide or define remedy actions to rectify the faults.
- 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 1<sup>st</sup> and 2<sup>nd</sup> 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 will establish a mechanism to offer remote support services to the systems at all the times.

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 Client. Any variation from the accepted programme shall be subject to the prior agreement of the Client, 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 Client.

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

4.2 **CURATIVE MAINTENANCE REQUIREMENTS**

Curative maintenance will involve the following:

- Emergency on-site intervention.
- 24x7 remote technical support.
- Repair & Return to operations faulty parts or system
- Replacement of spare parts.

4.2.1 **Emergency on-site intervention**

In the case of a System breakdown ,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, which categorized as a Severity 1 failure (no communication/video signal)as per fault category.

4.2.2 **24x7 remote technical support**

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.

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

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.

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 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 in accordance to the existing contract requirement or in accordance with the procurement procedures if the damage goes beyond the scope of the contract.

Contractor shall provide KPLC with a list of critical items to improve the service. The same items will be held by the Contractor as dedicated spare parts for this SLA

### **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 client make informed operational decisions based on system performance. This is to be done quarterly a 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 two 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 All equipment sent for repair in the contractor's work-shop will be repaired as per spare parts list, within three working days. If the faulty equipment cannot be repaired within the agreed repair time, the contractor shall commit himself to supply the company with an Equivalent at as per the spare parts list. The said equipment is to be returned to the contractor, in perfect working conditions (save for normal wear and tear that will reasonably arise out of use) once the original equipment has been repaired and returned. The company will bear the cost of part replacement as per tender requirements.
- 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..
- 5.7 Damage caused by normal wear and tear will not be covered by this contract and if repaired will be invoiced separately. These will be limited to broken/missing parts. The Contractor shall assess and cost the repair free of charge and seek approval from KPLC before undertaking repairs.
- 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;
- Remote batteries**
  - Power supply cables.**
  - Fuses**
  - Mouses'**
  - Cable connectors.**

- 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 the Company 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. The Contractor will use its best endeavors to resolve any problem within the minimum time possible and not more than stipulated escalation/response time.

- 5.11 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.
- 5.12 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
- 5.13 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
- 5.14 The Contractor shall, after carrying out his duties, leave the Equipment in a clean and sound condition, and shall clear away all rubbish.
- 5.15 The Contractor shall be responsible for identifying all faults associated with the system, and for reporting to and in liaison with the Client to ensure that the system is restored to full operation as quickly as possible.
- 5.16 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 the Client's Agents, as appropriate, to ensure the system is restored to full operation as quickly as possible.
- 5.17 The Contractor shall be responsible for touch up painting repairs on any disturbed surface during the course of his work.
- 5.18 At the commencement of the Contract the Contractor shall provide a schedule of equipment with equipment serial numbers, which shall be provided to the Client.
- 5.19 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 the Client, which shall not be unreasonably withheld.
- 5.20 Where an equipment replacement results in the Client's system documentation (i.e. Operator and Maintenance Manuals) being out of date the Contractor shall, if not replacing equipment at the Client's expense, update the Client's documentation (i.e. the Operator and Maintenance Manuals) at his own expense. Where the equipment is being replaced at the Client's expense the documentation update shall be at his own expense. All changes to the documentation shall be subject to the prior agreement of the Client which shall not be unreasonably withheld.
- 5.21 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.
- 5.22 At the termination of the Contract, or at any other time that the Client requests it, the Contractor shall, in conjunction with the Client, verify that the system equipment complies with the agreed schedule.

- 5.23 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 the Client'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.
- 5.24 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.
- 5.25 The fault reporting procedures shall be subject to the prior approval of the Client.
- 5.26 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 the Client at regular intervals, not to exceed three months.
- 5.27 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
- 5.28 The Contractor shall (subject to the conditions contained herein, and the Performance by the Client 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.
- 5.29 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 the Client or the relevant Partner.
- 5.30 The Contractor shall be responsible for providing the access vehicle and safety barriers, etc. for servicing the Security Equipment (i.e. CCTV, Alarms, Electric fences, Walkthrough detectors and Fire Alarm system as well as all tools, test equipment, spares, goods and materials in fulfilling the Maintenance Services at no extra cost.
- 5.31 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.

5.32 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 the Client.

## **6. THE COMPANY'S OBLIGATIONS**

To facilitate the provision by the Contractor of maintenance and support services the Company shall:

- 6.1 Keep and operate the systems and peripherals in a proper and prudent manner and ensure that only competent employees are allowed to operate them.
- 6.2 Use the systems and peripherals in a suitable environment and in accordance with manufacturer's instructions and advice of the Contractor.
- 6.3 Co-operate with the Contractor and do all in its power to assist to restore the equipment back to the working condition.
- 6.4 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.
- 6.5 Enable and allow the Contractor to remotely connect to the system for remote diagnostics, software update and repair.
- 6.6 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.
- 6.7 The Client shall ensure that his Agents operate the equipment in accordance with the instructions contained within the Operator's manual.
- 6.8 The Client shall neither make nor permit others to make any alterations to the system without first consulting with the Contractor .
- 6.9 The Client 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.

### **8.1 SITE ACCESS**

- 8.1.1 The Client shall afford access to the Installation Site to the Contractor at the times stated in the Specification or other times by arrangement.
- 8.1.2 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 the Client.
- 8.1.3 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 the Client seven days' notice of routine maintenance visits. The Client 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.
- 8.1.4 Notification shall be on E-mail and shall be confirmed by the Client and Contractor respectively.
- 8.1.5 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.

## **9 DELEGATION BY CLIENT**

The Client 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 the Client 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.

## **10 CONTRACTOR'S WORKFORCE**

10.1 The Contractor shall employ competent Qualified Operators, whose name or Names shall have been previously communicated in writing to the Client by the Contractor, to carry out the Maintenance Services on the Installation Site. Any orders or instructions, which the Client may give to the said Qualified Operators of the Contractor, shall be deemed to have been given to the Contractor.

The Contractor's operators shall be subject to the security vetting procedures noted at Clause 1.24

10.2 The Client 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 the Client, misconduct himself or be incompetent or negligent, and the Contractor shall forthwith remove such person from the Installation-Site and the Client shall not be liable to the Contractor or any other person for any costs or losses of same.

## **11 CONTRACTOR'S RECORDS**

To enable the Client 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 the Client.

## **12 SECURITY CLEARANCE**

All personnel working in the Control Room, or on Security equipment shall be security vetted by the client. 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 the Client for all staff. The Client reserves the right to reject any personnel for security reasons. No reason will be given for such decisions to reject personnel.

## **13 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.



## **14. SCHEDULE OF STOCK SPARES**

- 14.1 The contractor shall keep stock of all necessary spare parts for maintaining the system to ensure that the system is out of operation for the minimum of time. These spares will be as per submitted priced list of spares. Replacement shall be done and invoiced separately as per the tender requirement.
- 14.2 The contractor shall submit priced list of spares as required.
- 14.3 The Contractor shall also advise on any additional stock spares items that he considers should be required to achieve the fault response criteria. He shall keep such spares and only invoice upon approval and use by the client.

## **15.0 FAULT REPORTING AND RECTIFICATION**

### **15.1 Fault Reporting**

- 15.11 The Client 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.
- 15.12 The Client'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.
- 15.13 Faults will be notified on the Fault Report Form included in the bidder's proposal.

### **15.2 Fault Rectification**

- 15.21 Corrective/curative maintenance shall be based on level of severity as described elsewhere in the document (categories of faults)
- 15.22 On site and repair times shall commence from the time of notification of a fault by the Centre to the Contractor.
- 15.23 **Repair time** shall be that point in time at which the system is returned to an acceptable level of operation to the satisfaction of the Client. 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 the client.

- 15.24 **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.
- 15.25 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.
- 15.26 The Contractor shall report to the Control Room before leaving site and confirm all actions/repairs that have been carried out.

## **16.0 REPAIR OF FAULTS NOT COVERED BY THIS AGREEMENT**

- 16.1 Faults to the equipment not covered by the terms of this Agreement will be repaired by the Contractor and the cost of any such repairs shall be charged in accordance with the schedule of call-out rates and day work charges
- 16.2 All repair work and costs shall be agreed in advance with the Client and where possible a fixed price agreed.

## **17.0 CONTROL SYSTEM AND SOFTWARE**

- 17.1 The Contractor shall include within his price for the maintenance of the system control software. He shall be responsible for all necessary updates/upgrades.
- 17.2 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.

## **18.0 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.

## 19.0 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.
	a)			
	b)	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.
	c)	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
	d)	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) ELECTRIC FENCES**

### **1 DEFINITION OF TERMS**

- 1.1 Cycle time- The time taken between opening and closing a service call
- 1.2 Equipment means- Electric Fence System 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 Electric Fence/security 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 Electric Fence/Electronic security system.
- 1.10The parties means- the company and the Contractor
- 1.11Total 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 Electric fence system/Electronic security 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 CATEGORISATION**

#### **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:

- Total inability to access a System e.g. Energizer/panel failure or transmitter total failure, Failure to arm/disarm.
- Physical damage which impacts more than 50% of the fence structure/partition or equipment in a given site/installation.
- Cut or damaged under-gate cable feeding from the main Energizer.
- Electric short circuit or energizer Failure which causes voltage drop to more than 50% of the required output.

**Response Time:**

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

NB: The Service provider shall liaise with KPLC to ensure that standby radio response back-up services is on site until the fault is restored.

#### **3.2 Severity Level Two (2)**

This is defined as a failure that results in diminished functionality of the system up to 50%.

The following are examples of this kind of failure:

- Complete failure of sub-system/section/zone which does not affect more than 50% of the system.
- Failure to Arm a zone/section/area
- Fallen fence poles/structure
- Cut HT or under gate fence wire
- Heavy Vegetation encroachment

**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/system usage problems.

Instances that would fall within this category would be for example:

- Inability to change user code, access event logs, etc
- Any user clarity related issues like how to arm, disarm, etc

**Response Time**

The Contractor's Engineer shall be online with the KPLC representative within (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:

- Minor alarms from the energizer/software e. g upgrade required, service required alerts/errors which do not affect operation of the system.
- Wrong date and time format
- Failure of redundant/back-up components whose failure doesn't affect the main system
- Bending poles but are still intact and far from being damaged completely
- Start of vegetation encroachment
- Rusting HT wire or fence Poles

**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 <sup>st</sup> Level	<b>Lead Technical:</b> NAME/Title E-mail: Telephone:
2 <sup>nd</sup> Level	<b>Supervisor(Technical):</b> NAME/Title E-mail: Telephone:
3 <sup>rd</sup> Level	<b>Project Coordinator/manager:</b> NAME/Title E-mail: Telephone:
4 <sup>th</sup> Level	<b>(Must be the highest authority in the company):</b> NAME/Title E-mail: Telephone:

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

Fault Category	Time in Hours		
	1 <sup>st</sup> Level escalation	2 <sup>nd</sup> Level escalation	3 <sup>rd</sup> 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 Electric Fences Systems

**4.31 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.

**4.32 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.

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

#### 4.4 Access by Contractor

4.41 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

4.42 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 ROUTINE MAINTENANCE

##### (a) Schedule of Equipment to be serviced and Maintained - Electric Fences

No	Item
1.	Electric Fence Energizers(NEMTEK and Hammer)
2.	Back up Battery 12v,7AH
3.	Siren box
4.	Strobe
5.	Siren
6.	Alarm cable
7.	Power cable
8.	Switching Button/remotes/Keyswitches
9.	Keypads
10.	Surge protector
11.	power supply units
12.	HT wires
13.	Fence Poles
14.	Razor Wires
15.	Insulators
16.	Under gate Cables
17.	Earthing Rods and Earthing System
18.	Warning Signs
19.	Cable ducts, trays and routing pipes and conduits/mini-trunkin
20.	Electric Fence Energizers(NEMTEK and Hammer)
21.	GSM Module
22.	GSM Transmitter unit(GTX)
23.	SMS Module
	List others if omitted
24.	
25.	
26.	
27.	
28.	
29.	
30.	
31.	



## **b) General routines**

- i. This schedule has been prepared to indicate the minimum requirements for the preventative maintenance of **Electric Fence system**. The Contractor shall be responsible for all of the maintenance activities necessary to ensure complete functioning of the Electric Fence systems as specified in this SLA.
- ii. 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.
- iii. 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.

## **c) Specific Schedule of maintenance routines**

The following items shall be checked **quarterly**.

- i. Check all the wiring and connections, fixing any loose connections and discontinuity to ensure electrical continuity of both the voltage, current and earthing.
- ii. Check and record operational voltage and current parameters to ensure that they are within the expected range.
- iii. Check the electric fence energizer and other electrical devices against dust, loose connections, short circuit, overheating and other malfunctioning, checking all input and outputs parameters to ensure proper operations.
- iv. Check electric fence against any environmental hazards like vegetation growths, fallen tree branches, leaves and other objects, leakages, corrosive materials, chemicals and others.
- v. Check and ensure proper electrical insulation.
- vi. Prepare and submit a maintenance report with a check list of all the above checks properly detailing operations/action taken and recommendations where necessary.
- vii. Test and ensure the entire fence is working properly.
- viii. Check and rectify any other item that may hinder efficient operation of the entire electric fence.
- ix. Allow for replacement of faulty parts as per the attached list of spares.
- x. Prepare and submit Service and Maintenance quarterly report within first week of servicing.

#### 4.6 Incidence Resolution Times

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

<b>Fault category</b>	<b>Incidence Resolution Time</b>
<b>Severity Level One (1)</b>	4 hours
<b>Severity Level Two (2)</b>	12 hours
<b>Severity Level Three (3)</b>	24 hours
<b>Severity Level Four (4)</b>	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.

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

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: - )

----- )  
AG.MANAGER, SECURITY SERVICES )

(FULL NAME) )

in the presence of: )

\_\_\_\_\_ )  
FULL NAMES )

\_\_\_\_\_ )  
DESIGNATION )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

SIGNED BY AND ON BEHALF OF THE )  
SERVICE PROVIDER )

\_\_\_\_\_ )  
AUTHORISED SIGNATORY FULL NAME )

in the presence of: )

\_\_\_\_\_ )  
FULL NAME )

\_\_\_\_\_ )  
DESIGNATION )

\_\_\_\_\_  
Signature

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Signature