

WORK CONTRACT AGREEMENT

NOT FOR SALE

Ref/Quote/Invoice No.	Job Description:
Date	

Customer Data					
Full Name			Identification No:		
KRA PIN No:	Postal Address		Town of		
			Residence		
County of	Sub-County	Con	stituency		
Residence					
Village:		Street/Estate			
Mobile No:	Email Address				

Installation Location Data						
County	Sub-County			Constituency		
Village			Street			
Geographical Coordinates	Latitude:					
					_	
	Longitude:					

Scope of Work	
Type of Work to be Carried Out	Constructions to be performed by the Contractor
Electrical Works:	$ \begin{array}{cccccccccccccccccccccccccccccccccccc$

Pa	yments and Fees
\checkmark	The Parties agree that the total cost of the services will be Ksh, where
	Ksh will be paid at the signing of this Agreement and Ksh
	will be paid at the completion.
\checkmark	The Parties agree that the Constructor will provide an invoice to the Client every days/months
	for the Services he/she completes.
\checkmark	The Parties agree that the means of payment will bevia

Deposit				
Amount:			Receipt No:	
	"For Official Use Only"	Se	e Reference and	l Terms at the Back

PAYBILL NO:522522 ACCOUNT NO: 1213677009



Supply Agreement

This Agreement shall be effective on the date of the signing of this Agreement and will end when the construction services are completed.

-The term of this Agreement may be extended upon the provision of written consent from both Parties.

-The Parties agree that the Construction will begin on ______ and will end on or before

The Parties agree that it is the duty of the Constructor to obtain all permits and licenses needed to commence the construction of the site and provide his/her services.

-The Parties further agree that the ______will be responsible for paying the fees for the governmental inspections if need be.

The Parties agree that it is the Contractor's responsibility to provide as well as pay for any labor and/or equipment needed to complete the construction as per the Agreement not unless stated otherwise where the client can procure standard installation materials. The Parties further agree that the materials used for the construction are to be brand-new and meet the industry standards. The Contractor agrees to the following:

- ✓ To supervise, manage, and complete all the construction services as per this Agreement.
- ✓ To keep a record of the documents in a safe place accessible only to the Constructor and the Client.
- \checkmark To take all necessary precautions for all safety in general.
- ✓ To bear responsibility for any acts of negligence and emergencies and accidents.
- ✓ To provide a guarantee to the Client that the work commenced will be in accordance with the documents of this Agreement.
- ✓ To maintain the property, keep it clean, and safely dispose of hazardous materials and waste.

 \checkmark To train personnel on handling hazardous materials and to be responsible for any illness, damage, or loss of personnel. The Parties agree that it is the Contractor's responsibility to purchase an insurance policy for the construction and that it is the Client's responsibility to maintain insurance that covers replacement costs in the event of fire, theft, act of nature, and/or casualty(s).

This Agreement may be terminated in case the following occurs:

- a) Immediately in case one of the Parties breaches this Agreement or one of the conditions set forth in this Agreement and does not amend them within a period of ______.
- b) This Agreement will automatically be terminated when both Parties complete their obligations.

The Contractor agrees to hold harmless as well as indemnify its personnel, employees and others against all liabilities, expenses, claims, or other and to be held responsible for providing a defense against the aforementioned liability, claims, and/or demands if any.

This Agreement shall be governed by and construed in accordance with the laws of the constitution of Kenya.

The Parties agree that any amendments made to this Agreement must be in writing where they must be signed by both Parties to this Agreement and as such, any amendments made by the Parties will be applied to this Agreement.

The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party unless consented to by both Parties inwriting.

This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

I/We the undersigned owner/tenant/occupier of the premises stated under the title of supply data agree with the company to carry out the works at the mentioned premises, and in respect of any variation. I/We agree to notify the company of any change of works and agree as per Energy Act 2019:

The Parties hereby agree to the terms and conditions set forth in this Agreement and the company general terms and Conditions for the provision of services found at <u>www.expertech.co.ke/terms-and-conditions</u> and such is demonstrated throughout by their signatures below:

For and on Behalf on the Customer

Name:	Signature:		Date:		
We undertake to supply above the subject to the provision of Energy Act 2019 and Bylaws from time					
to time to enforce thereunder.					
For and on behalf of the Expertech Electrical Contractors Ltd.					
Name:	Signature/Stamp):	Date:		





Usenge-Kisumu Road opposite KPLC Office PO Box 221-40600 Bondo, Kenya Central Office Legal Notice No 115, The Electrical Power (Electrical Installation Work) Rules, 2006