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PUBLIC STATEMENT

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EFSCRJ Receives Response From NAWEC on the Death of Contract Workers

EFSCRJ announces to the public that we have received a response from the National Water and Electricity Company (NAWEC) on Monday 28 July 2025 about our inquiry into the death of seven contractors from KEI Industries Ltd which occurred on 9th October 2024 in the North Bank Region. We had submitted a request for information to NAWEC in line with the Access to Information Act 2021. The law requires public institutions respond within 21 days of the receipt of a request. We received the response from NAWEC 25 days later, i.e., four days beyond the stipulated 21 days legal deadline.

Our request to NAWEC asked for:

1. The final investigative report of the incident.
2. The final report on the measures taken to ensure accountability for the incident.

The response from NAWEC did not provide these pieces of information. Rather NAWEC stated that they were not liable for the incident as the victims were contracted by their subcontractor who bore responsibility, and not NAWEC. They stated that based on the contract and subcontractor agreement with KEI Industries Ltd, it is that company which bore responsibility *“for workforce management, safety compliance and oversight of subcontractors under the World Bank guidelines and contractual framework.”*

NAWEC stated therefore that the investigative report and accountability measures fall under KEI Industries Ltd.’s contractual obligations and recommended that EFSCRJ contact the company for the requested information. NAWEC has offered to facilitate an engagement between EFSCRJ and KEI Industries Ltd. should we need their support. NAWEC did not share with us the contract agreement it had with KEI Industries Ltd.

While we welcome the response from NAWEC, albeit beyond the stipulated timeframe, we hold that NAWEC equally bears responsibility for this incident even if they hold that the contract agreement absolved them of any responsibility. Despite contracting third parties, the work in question is conceived of, and benefits NAWEC. KEI Industries Ltd was being paid by NAWEC to deliver public goods and services for which the latter contracted workers. In this exercise, both NAWEC and KEI Industries Ltd have peremptory human rights obligations whether expressed in the contract agreement or not. Therefore NAWEC must ensure human rights are protected within the context of services it contracts to third parties.

In other words, NAWEC bears responsibility for the protection of human rights in any place or activity in which it has direct investments and engagement. We therefore hold that NAWEC has a duty to ensure that KEI Industries Ltd upholds human rights standards and where there are violations, NAWEC cannot ignore but must ensure that there is accountability. EFSCRJ will further engage NAWEC and also KEI Industries Ltd to ensure there is justice and accountability for the victims.

2025 – The Year of Transparency and Accountability