



Terms of Reference (TOR)

Introduction:

K-Electric Limited (KE), Pakistan's only vertically-integrated power utility company that manages all three key stages – generation, transmission, and distribution – of producing and delivering energy to its consumers, invites tenders via Ariba for procurement of services as per details given below:

Hiring of Cafeteria Services

Service provider shall provide all personnel, equipment, materials, supervision, and other items and services necessary to perform services as described in the scope of work herein below. The required result is to maintain the in such a manner as to provide a clean, healthy, and hygienic environment for KE locations against this TOR.

KE hereby invites sealed bids via Ariba from well reputed cafeteria service providers / caterers ('Service Provider'), duly registered with Income Tax & Sales Tax Departments and are active tax payers, for the award of contract for cafeteria services for a period of two (02) years from the date of contract execution. which may be extended subject mutual agreement of the parties.

(Section A)

Scope of Work

The purpose of this TOR is to select Services Provider's (s) for provision of catering services at Distribution Network Academy (**ST – 1 Block – 19, Gulshan-e-Iqbal, Karachi**).

Brief Scope of Work: Vendor shall provide variety of popular food items (both local & international), including rice dish, meat dish, BBQ items and sweet dish, consistent food quality, fast service and good value for money with a self-service customer operation. Food items that require minimal onsite preparation are to constitute major part of the menu.

Vendor shall be able to provide morning and evening tea along with snack items (as mentioned in the menu) to our employees, as per order.

- Beverages: Range of good quality drinks (hot & cold) including coffee, tea, soft drinks, juices & water,
- Food: Variety of food menu should be shared by the respective vendor as per the attached menu requirements
- Vendor should be able to provide food for special occasions such as business meetings on a one day notice





Food stuff provided by the Service Provider (Buffet System) shall be fresh, clean, of high standard and shall be subject to inspection by the representative of the Management as and when deemed necessary.

Eligibility Criteria:

- The Service Provider must have experience of at least three (02) years of running canteen / cafeteria of reputed private organization(s).
- Customer handling experience of minimum two hundred (200) persons per contract.
- Valid Income Tax Registration Certificate. Service Provider must be an active taxpayer as per the records of Federal Board of Revenue.
- Valid Services Sales Tax Registration Certificate (active status with provincial authority). Service Provider must be an active taxpayer as per records of Sindh Revenue Board (SRB) and must not have been suspended or blacklisted by any organization in past three (03) years.
- Service Provider will ensure compliance of all labour related legislation including but not limited to Sindh Employees Social Security Act, 2016 (SESSA), Employee Old Age Benefit Act, 1976 (EOBA), and any amendments thereof and will be required to submit evidence of compliance.
- Client list along with three references and their contact information
- Documented evidence (purchase order / contract) to prove that Service Provider has previous experience of at least three (02) years in the same field
- Details of staffing/ shift / change of staff to be shared
- Only Covid vaccinated staff to be deputed
- Comply with local food authority laws & regulations
- Use of branded/ good quality products (all items including but not limited to rice, oil, meat, vegetables, fruits, wheat, etc)
- There is no gas connection installed and cooking of food is prohibited in our premises due to safety hence cooked food will be served to participants.
- Vendor needs to arrange their crockery (disposable if needed), electric kettle for serving food & tea.
- Vendor should maintain the standards of quality, quantity, taste, serving & presentation.
- Vendor needs to arrange Microwave & Refrigerator as per their requirement for food preservation.
- In case of food requirement on different location, vendor should provide and serve the tea & lunch at other locations as well. Transportation will be managed by vendor.
- Usually cafeteria is used for teas & lunch serving, sometimes lunch & tea needs to be served in training rooms as per the requirement.
- Kitchen, equipment, utensils & staff deputed is clean & tidy
- Perishable food are coded with expiry, checked and the stock rotated
- Vegetable/fruit/salad/ meat are trimmed/ washed thoroughly before use
- Bi-Monthly menu to be shared with L&OD Admin Team for approval
- Announced & unannounced inspection/visit of storage/food making facility will be carried.





- The quality of food and cafeteria affair will be supervised by a Canteen Committee, comprising of:
 - I) GM / DGM KE DNA
 - II) AM (Admin)
 - III) 3 arbitrary members from KE DNA team.
- This committee will review food on a random (weekly) basis. Any observations will be shared with Vendor, Centralized Admin and SCM (Procurement) Team.
- Vendor employees will wear their employer ID cards while during the premises.

Interested vendors are requested to submit signed and stamped copy of this tender document by email from their official email ID to the following addresses:

usama.manai@ke.com.pk

asim.shamsi@ke.com.pk

muzammil.ahmed@3posp.pk

The E-mail for EOI should contain the subject line "Annual Contract of Cafeteria Services," identifying the party interested in bidding. Please provide the following details in the email:

Contact person's name:

Designation:

Official address:

Phone number:

Email address for future correspondence:

The deadline for submission is no later than **May 30, 2024**.

Additionally, please complete the Ariba vendor registration form by clicking the following link:

<http://k-electric.supplier.mn1.ariba.com/ad/selfRegistration/>

Important Points to Note:

- All proposals must be submitted exclusively through SAP Ariba (E-Procurement Tool). No offers outside this platform will be entertained.
- This contract will be based on quantities, and the unit prices provided should remain locked for the entire duration of the contract.
- The contract's validity will be for 36 months from the date of contract signing.
- The unit prices provided in the proposal should remain unchanged for a minimum of 3 years until the validity of the contract.
- KE will issue Release Orders (RO) specifying the required quantities, which the vendor must supply within the agreed timeline.



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- KE reserves the right to distribute the quantities among multiple suppliers within the scope of this contract.
- Payment terms for this contract will be "60 days after the submission of invoices.
- Performance bond in the amount of 10% of the total Contract value shall be submitted in the form of a Bank Guarantee. The performance bond is to be provided within 30 days of contract signing and will remain valid for 12 months.
- KE's standard terms and conditions will apply to all release orders, unless otherwise specified.
- The tender documents must include detailed specifications, tender terms and conditions, and vendor instructions.
- KE reserves the right to reject any bid and withdraw the bidding process at any time, without incurring any liability towards the affected bidder(s) or any obligation to inform them.
- The quotation provided must remain valid for a minimum of 120 days.

Other Specifications

The following will be required to be submitted in the event of any incidents resulting in property damage or accidents relating to any human resources

- **Damage Reports:** In all instances where KE property or equipment is damaged, the Service Provider shall submit to the office manager/supervisor a full report of the facts and extent of such damage verbally and in writing within twenty-four (24) hours of the occurrence.
- **Accident Reports.** The Service Provider shall comply with all the local laws and KE requirements as communicated in writing to the Service Provider for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness. The Service Provider shall provide a verbal report to KE (employer) along with a written investigation report within twenty-four (24) hours of occurrence.

Obligations of the Service Provider:

- Service provider must abide by the prevailing labor laws including but not limited to minimum wages, social security, life insurance, medical insurance, and Employees Old-Age Benefit Institution (EOBI). KE reserves the right to seek proof, if any payment required under the applicable laws are being paid by the Service Provider to its staff/personnel, the failure of which can lead to the termination of the contract.
- Ensure 100% attendance of its staff and supervisors, as per contract requirements.
- The Service Provider shall have to make all the items/equipment specified below, physically available at the required locations of KE before starting the work and these should always remain in working condition during the period of contract.
- No materials or methods that are environmentally unfriendly may be used.
- Theft of KE assets: during duty hours, any Service Provider employee involved or found in any theft activity, will be blacklisted.





- Service Provider shall ensure well-mannered conduct / behavior for all of its employees providing services at KE.
- In the event of any breakage or damage to the KE assets / materials caused by the Service Provider employee(s), Service Provider shall be responsible to make up the entire losses / deficiency / replacement of the breakage or damage to the KE asset.

- Service Provider shall ensure to disburse salaries via banking transaction to staff deputed under this contract. KE may seek account details and transactional evidence of deputed staff at any time.
- Service Provider shall ensure to prepare and serve healthy, hygienic food to KE employees (under no circumstances, shall the Service Provider serve stale and unhygienic food). Service Provider must maintain highest level of hygiene standards in storage, food preparation/handling. Every eatable must be covered properly and stored at suitable temperatures.
- There shall be self-service system on cash payment.
- Service Provider shall display the rate and menu list on at an easily visible place in cafeteria.
- Services and material being provided (add warehouse/ storage location) being by Service Provider shall be inspected unannounced and without any prior notice by respective KE Admin for inspections of services being provided by the Service Provider including but not limited to hygiene and quality of premises, ingredients, grocery, and meat, prior, during and after the cooking process.
- The Service Provider shall provide minimum of the following equipment's for running the Cafeteria:
 - a. Deep Freezer and Refrigerator
 - b. Coffee Machine
 - c. Stoves/Cooking Range for traditional & fast food
 - d. Micro-wave oven
 - e. Glass showcase, counter, stands for display of items
 - f. Crockery, utensils etc.
 - g. Any other item necessary for canteen services
 - h. Service Provider shall be responsible for repair and maintenance of all the above items.

- Service Provider shall engage sufficient employees for various jobs related to provision of quality services by the Service Provider like chefs, dishwashers (with washing material), waiters etc. who must be experienced for their respective roles. Service Provider staff/employees must always be in neat and clean uniforms. The Service Provider must ensure provision of following to its staff.
 - a. Safety shoes (one pair per year)
 - b. Uniform according to the requirement (should be always clean and tidy).
 - c. Chef caps and net for food handlers (on need basis to meet everyday requirements) d. Apron (on need basis)
 - e. Disposable gloves for daily use (enough to meet everyday requirements)





- Service Provider shall arrange annual medical test of his staff / employees for communicable diseases and as advised by the KE CCO/IHU. The same should be arranged from reputed laboratories, and reports shall be shared/submitted to respective KE Admin for their record before onboarding for provision of services to KE. Following tests are mandatory. IHU can recommend any other test, if required in certain cases.
 - a. CBC
 - b. ESR
 - c. Urine D/R
 - d. Hepatitis A, B and C (B & C twice a year)
 - e. Chest X-Ray
- Service Provider will maintain ingredients, raw cooking material/items as backup reserve in cafeteria premises at least for two (02) days' time to meet any emergent requirement(s).
- The Service Provider shall use only good quality edible oil and ghee, recycled and/or low quality, non-branded oil/ghee shall not be allowed to be used for cafeteria services.
- Rates for all new food items introduced by Service provider after finalization of this contract will be mutually decided between the parties.
- Contract shall be liable to termination and with one-month prior written notice, in case performance of the Service Provider is found unsatisfactory, or on any breach of terms and conditions of the contract by the Service Provider and if the Service Provider fails to improve performance and/or rectify any breach within a reasonable time of a written warning.
- If the Service Provider quits the cafeteria during the prescribed period of the contract, the contract shall automatically stand cancelled and in such cases the security deposit of the Service Provider shall be forfeited in favor of KE.
- The Service Provider will be liable to pay all government taxes / excise duties etc. if any. There will be no responsibility on the part of K-Electric in this regard.
- KE reserves the right to accept or reject any or all tenders at its sole discretion without assigning any reason in relation thereto.
- Details of staffing, shift change of service provider staff to be shared with KE.
- Ensure compliance with local food authority laws and regulations
- Ensure usage of only branded and good quality products (all items including but not limited to rice, oil, meat, vegetables, fruits, wheat, etc.)
- Announced and unannounced inspection, visit of storage, food making facilities will be carried as directed by Admin
- Kitchen, equipment, utensils, and staff of Service Provider personnel providing Services at KE is clean and tidy.
- All perishable food items are coded with expiry dates, checked and the stock rotated on a regular basis.





- Ensure that vegetables, fruits, poultry, and meat etc. are trimmed, cleaned, and washed thoroughly before use.
- Vendor will serve individual bottles / cans of soft drinks (instead of pouring soft drinks / juices from large packs into disposable glasses / cups.).
- At times, the audience invited falls short of the attendance (i.e.. against invitation of 100 only 70 show up). In this case, the food for absent participants will be handed over to user).
- In case of more than any three repeated complaints of any member of the canteen staff, the designated member will be removed from KE DNA contract services.
- It is mandatory for every staff member handling food, to wear hair net and disposable gloves. He is required to maintain healthy and clean persona (including nails, hands, haircuts, free from Gutka & Paan).
- In case of any impurity / insect / foreign body found in food, the vendor will be penalized for at least 30% of that food order cost.
- Please confirm weight of sandwich (i.e., minimum weight to be served – as this is the most commented area).
- Bi-monthly menu to be shared with Deputy Director Admin for approval

Obligations of KE

KE Shall be responsible to provide following facilities to the Vendor:

- Provision of appropriate premises to be used as cafeteria.
- Enough furniture (tables and chairs) and electrical fixtures.
- Air Conditioners
- Janitorial services for daily dusting, sweeping, and cleaning of the cafeteria premises.
- Free electricity for the cafeteria premises.
- Drinking water with dispensers for the cafeteria.
- Periodical performance monitoring of the Service Provider
- Timely payment of Service Provider invoices after generation of monthly report and other supporting documents as per contract
- Provide office space/ storage for inventory, machinery and miscellaneous tasks to the Service Provider

General Guidelines

- In the event of any illness and/or injuries resulting from any accident to Service Provider staff, the Service Provider shall take all responsibility for the same to the entire exclusion of KE and provide





necessary compensation towards medical care and medical expenses incurred by the Service Provider staff.

- Service Provider shall ensure to conduct background checks of its personnel along with NADRA and police verification of all of its employees providing services at KE in accordance with all local laws and KE requirements.
- In case of any labor disputes between Service Provider and its employees, the same shall be resolved by the Service Provider at the earliest, to the entire exclusion to KE, to ensure scheduled work is completed satisfactorily and on time.
- It is clarified that no employer – employee relationship shall exist between KE, its staff and Service Provider staff.
- Ensure that all staff of the Service Provider providing services to KE, be adequately immunized against all types of communicable diseases, and periodically monitored through health check-ups.
- All Service Provider staff providing services to KE must be Covid-19 fully vaccinated and shall get provided with booster shots as required and in accordance with government directives (if any).
- The Services provider shall provide the names, address, age and a fresh medical certificate of its staff providing services at KE.





(Section B)

Technical and Commercial Score Card

1. Bid Evaluation

The total points allocated for the technical and organizational strength component of the bid is 60.

If the technical component achieves 50% points (out of 60 Points), the bid will be considered technically responsive. Those bids scoring less than 50% will not be considered for financial bid opening.

The contract validity shall be of two years from the signing of the contract subject to satisfactory performance of services.

KE shall evaluate the technical proposal in a manner prescribed ahead in the document, without reference to the price and reject any proposals that do not conform to the specified requirements. After submission of proposals, no amendments in the technical or financial proposal shall be permitted. Conditional discounts shall not be considered in evaluation.

The offer must be valid for hundred and twenty (120) days from date of bid submission.

The quoted prices shall be treated as firm and final till the duration of the contract (2 years).

Based on scorecard KE will evaluate and enter into formal agreement with successful Service Provider accordingly. Non-confirming bids against TOR, eligibility criteria, techno-commercial scorecard and Instruction to Bidders will be rejected.

2. Technical Evaluation

The technical evaluation of the bid shall be according to the below scorecard. All compliance certificates need to be submitted with the technical bid along with all lists and other requirements with proofs.

1	Technical Score Card	WEIGHTAGE 60%
1.1	<p>Experience Record A minimum of 5 years combined experience in running cafeteria services of a utility, banking and/or multi-national company with 200-250 number of staff/employees</p> <p>Well equipped with machines /equipment for frying, roasting, juice extraction & coffee making along with software to undertake the assignment/project</p>	
1.2	<p>Clientele with success stories of two or more completed/ongoing projects and minimum 3 strong references from clients for completed/ongoing projects along with profile of chefs</p>	
1.3	<p>Methodology / Management Plan Engagement plan with GOS- Admin for the entire year to be shared. Monthly menu to be shared in advance i.e. 20th of current month to be approved by Admin Head.</p> <p>Proposal on how to carry out service to a high standard <i>in all locations</i> in accordance with the Scope of work in this TOR</p> <p>Any environmentally friendly measure to cook and serve the food, proper disposal of all sort of wastages</p> <p>Logistics deployment management plan and Equipment that will be used to service proposed contract the allocation of staff that will be used to service proposed contract and the duties of each staff member</p>	

1.4	<p>Quality Assurance (relevant documents and details to be provided by service provider)</p> <p>Quality/ General Observations</p> <ul style="list-style-type: none"> - Raw Food / Oil /Spices etc. - Food Presentation & Handling - Food Serving promptness - Taste <p>HSE Procedures/Certifications</p> <ul style="list-style-type: none"> - Safe Cooking Guidelines - Hygiene Procedures - Medical Policy for Employees - Employees Medical Records - Food Safety Certification <p>HSE Standards</p> <ul style="list-style-type: none"> - Use of Aprons/Caps/Shoes/Clean clothes/ Gloves <input type="checkbox"/> - Hygiene condition of cooking/washing area <input type="checkbox"/> - Hygiene condition of Cook/Waiters <input type="checkbox"/> Cleaning of cooking utensils 	
1.5	Compliant with Law of land including but not limited to minimum wages, social security and EOBI (documentary evidence to be submitted with tender/bid)	

3. Financial Evaluation

3	Financial Score Card	Weightage 40%
3.1	Quoted Price	Marks 30
	Performance Guarantee	Marks 05
	Bid Validity	Marks 05
	SCOC – Supplier Code of Conduct	Yes/No
	KE Standard terms and conditions	Yes/No
	KE HSEQ form SP-022	Yes/No
	Compliant to CHSEQ KE Corporate Policy	Yes/No
	Submission of Bid Security	Yes/No
	ISO Certification	Yes/No
	Halal Food Certification	Yes/No





(Section C)

ITB – Instructions to Service Provider (Service Provider)

1. Mandatory Requirements

Suppliers Code of Conduct (SCOC), Confidentiality Agreement, KE Standard Terms and Conditions, KE HSEQ form SP-022 ad KE Corporate CHSEQ Policy must be endorsed/signed by Service Provider and shall be submitted at Ariba along with quotations.

2. Performance Guarantee

The Service Provider shall furnish a performance guarantee in the shape of pay order / retention/performance bond from a recognized bank operating in Pakistan in favor of KE of the amount equivalent to 10% of the total contract value.

Pay order / performance bond to be submitted within thirty (30) days of the issuance of Contract Release Order (CRO) by KE. In case of pay order / performance bond not preferred then retention amount equivalent value (10%) will be retained from each monthly invoice.

The pay order / performance bond will be released after the completion of contract period (3 years)

3. Terms and Conditions:

- Payment terms will be, thirty (30) days' credit after the submission of invoices and required documents shall be duly verified by KE admin for the contract.
- Following documents shall be required to be submitted to admin department on monthly basis:
 - a) Commercial Invoice (with user signature)
 - b) Sales Tax Invoice
 - c) Attendance Sheet (with user signature)
 - d) Tax Annexure C (previous month with current month invoice)
 - e) EOBI/SESSI challan to be submitted along with monthly invoices.
- KE may, at its sole discretion and at any time, terminate the respective contract without assigning any reason by giving thirty (30) days prior written notice to the service provider.
- Taxes, fees, and other deductions shall be as per applicable laws.
- Service providers to confirm for registration of Sales Tax in Sindh Revenue Board (SRB).
- All stamp duties at the time of contract execution will be borne by the Service Provider.
- TORs and instructions to Service Provider(s) will be integral part of the contract.





4. Penalties

The Service Provider shall keep a complaint/feedback register on service counter where it is clearly visible and easily accessible to the employees of KE. Register shall be submitted to respective KE Admin for their information/further instructions as and when any entry is made by any KE employee.

The Service Provider shall always ensure availability of quality services as mentioned in these TORs and at KE Locations. Service Provider shall ensure that all complaints regarding the quality of services, unavailability of services and/or usage of substandard material by the Service Provider are immediately resolved by the Service Provider. In the event of any failure to resolve or, if performance sheet reports of any given month provide unsatisfactory performance of the Service Provider, same shall be penalized with a fine equivalent to 5% of service charges for that month.

In case of consecutive occurrence of any complaint for which penalty has already been imposed on the Service Provider, the second penalty to be imposed shall increase by further 5% of service charges.

In case of violation against agreed terms and conditions regarding unhygienic, poor quality of food, less quantity, poor service standard, the KE Admin will issue warning to the Service Provider and on repetition, Fine 5% on invoice value will be imposed for that particular day.

5. Right of Rejection

KE reserves the right to cancel, amend or modify the TORs/bidding documents, and/or the tendering process and to accept or reject any proposals/bid at any time prior to the acceptance of any proposal/bid without assigning any reason whatsoever and without incurring any liabilities with respect to the same. The execution of formal contract shall depend on successful contract negotiation between the parties.

6. Cost of Bidding

The Service Provider shall bear all costs associated with the preparation and submission of its proposal/bid and negotiating the contract including any visits to KE, to the entire exclusion of KE. KE will in no case be responsible or liable for any such costs, regardless of the conduct or outcome of the bidding process and/or negotiation and further KE shall not be bound to accept any of the proposals/bids submitted.

7. Facility Visits

Service Provider may conduct facility visits before proposal submission (if required).

8. Confidentiality

The Service Provider shall not, at any time communicate to any person or entity any confidential information acquired during the bidding/tendering process and/or during the course of provision of



services, nor shall the service provider make public the recommendation formulated during the bidding/tendering process and/or in the course of, or as a result of, the services provided to KE.

9. Publicity and Marketing

The Service Provider shall not refer to KE, as being a client of the Service Provider) either in any of its written publicity material or in any pitch proposals to other clients (whether orally or in writing)

10. Lobbying

Service Provider shall not attempt to communicate directly or indirectly with any representative of KE during the tendering process except as expressly directed or permitted by KE, or except as may be required and permitted under KE's policies and Suppliers Code of Conduct (SCOC), or for any other project or assignment, in which event the Service Provider shall not have any discussions regarding the tendering process.

KE reserves the right to disqualify any Service Provider(s) who, in KE's opinion, have engaged in lobbying in connection with this document.

11. Miscellaneous

All commissions, fees, costs and expenses required for the proposes of tender submission shall be borne by the Service Provider.

The Service Provider(s) by submitting its bid warrants the accuracy of the information provided. The Service Providers further agree that it will promptly notify KE of any changes in the information provided pursuant to the TOR, or of any changes to any other information provided as part of its proposal/bid. Any failure by the Service Provider to provide accurate and updated information may result in the disqualification of the Service Provider(s) from the tendering process.

The Service Provider shall indemnify, and will keep KE and its affiliates indemnified, at all times from and against any and all loss, damage or liability (whether criminal or civil or any environmental damages) suffered, legal fees and all other costs and expenses incurred by KE or any of its affiliates or asserted against the Service Provider due to any action taken by a third party against KE and/or the Service Provider (whether directly or indirectly) as a result of a breach by the Service Provider of any of the terms or conditions of this TOR or the neglect or default of, or any act, matter or thing permitted or omitted by, the Service Provider or their personnel arising from or in connection with the tendering process or subsequent award of contract.

The Service Provider shall bear complete risk of any loss or damage incurred or suffered due to them which result in rejection of applications or annulment or postponement of the tendering process.





The Service Provider may not use any trademarks, slogans, or logos of KE or any of its affiliates except as specifically authorized by KE in writing.

The Service Provider shall not assign, novate and/or subcontract the contract or services to be provided thereunder, any part thereof, and/or the services to be provided by him and/or any part thereof to any third party in any manner with any of its rights and obligations without the express written consent of KE.

12. Conduct of Work

The Service Provider shall be responsible for the management of all aspects of the scope of work (specifications).

The Service Provider shall work closely with the designated KE staff. KE's staff and representatives will be involved with the Service Provider throughout the duration of contract. All the job/works performed by the Service Provider will be with close coordination of KE's representatives. However, no responsibility will be laid on KE's staff and representatives.

The Service Provider shall implement internal quality controls and assurance procedures during execution to achieve service level as defined in Scope of work (Specifications) of the contract and shall demonstrate that they are being applied to work.

13. Applicable law and disputes procedure

The TOR, bidding procedure, the bidding documents and all related documentation are exclusively governed by the laws of Pakistan. The governing law in the contract (s) shall be the laws of Pakistan.

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this these TOR/ tendering documents or their interpretation. In case the parties fail to resolve the dispute amicably within 30 days of a dispute being raised the matter shall be finally decided by reference to arbitration by a sole arbitrator appointed mutually by both the parties. If the parties fail to appoint sole arbitrator amicably, the matter shall be referred to the High Court of Sindh at Karachi for appointment of arbitrator from the retired judges of the High Court within 60 days from such referral. Such arbitration shall be held in accordance with the provisions of the Arbitration Act, 1940 and the same shall be binding on the parties. The venue of such arbitration shall be Karachi, Pakistan and the language of arbitration proceedings shall be English.

14. Disclaimer

The information contained in this TOR has been prepared to assist each Service Provider in making its own evaluation of the project/services. In all cases, the Service Provider is required to conduct its own due diligence, investigation, and analysis. None of KE or its directors, officers, employees or advisors may make any representation or warranty, express or implied, as to the accuracy or completeness of this TOR or the information contained herein and none of KE or its directors, officers, employees or





advisors shall have any liability for the information contained in, or omitted from this TOR, nor for any of the written, oral, electronic or other communications transmitted to the Service Provider(s) in the course of the successful Service Provider investigation and evaluation of the project/services and submission of its proposal/bid pursuant to this TOR. Only those representations and warranties that are made in a definitive written agreement, when and if executed, and subject to any limitations and restrictions as may be specified in such definitive written agreement, shall have any legal effect. Each Service Provider shall be responsible for its own independent evaluation and assessment of the project and should consult its own professional advisors.

KE is under no obligation to disclose any information relating to the bidding process. No representation or warranties are being made via this instant document and KE accepts no liabilities with respect to the same. KE is under no obligation to provide any reason whatsoever, for the internal selection criteria used for the bidding process. No contractual obligations whatsoever shall arise from the bidding process between KE and the Service Providers.

Acknowledgment of above TORs:

(Name, Authorized signature, date & company stamp): _____



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Submitting Proposal?

For submission of proposal and accessing, Ariba Registration is mandatory. For self registration of new vendor, please visit the following link:

[https://s1.mn1.ariba.com/Sourcing/Main/aw?awh=r&awssk=0UXR69U2&realm=k\[1\]elec tric&dard=1](https://s1.mn1.ariba.com/Sourcing/Main/aw?awh=r&awssk=0UXR69U2&realm=k[1]elec tric&dard=1)

For any Commercial queries and details about the project, please contact:

Regards,

Muzammil Ahmed
Buyer
Deputed at Procurement - Supply Chain

Switchboard: +9221 3870 9132 (Ext: 8142)
Mobile: +92 331 243 4640
Email: muzammil.ahmed@3posp.pk

1st Floor, Old Meter Building (J Block), Power House,
Elander Road, Karachi, Pakistan.

For any Technical queries and details about the project, please contact:

Munim Ahmed Khan
Deputy Manager
Strategy & Governance
Distribution Network Academy

UAN: +92 21 38709132 (Ext: 6471)
Mob: 0333-2551470
ST – 1 Block – 19, Gulshan-e-Iqbal, Karachi



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