



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

Cafeteria 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 Cafeteria facility(s) in such a manner as to provide a clean, healthy, and hygienic environment for KE Locations against this TOR.

K-Electric hereby invites sealed bids via Ariba from well reputed Cafeteria Service Providers / Caterers, duly registered with Income Tax & Sales Tax Departments and being an active tax payer, for the award of contract of Cafeteria for a period of three (03) years from the date of contract execution. which may be extended subject to the achievement of defined service levels for a period agreed by both parties.

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:

arsalan.malik@ke.com.pk

muzammil.ahmed@3posp.pk

The E-mail for EOI should contain the subject line "Contract of Antecedent Verification" 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 04, 2026.



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.

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.

Section A

Scope of Work

The Service Provider shall be responsible for providing strict quality-controlled Lunch services at the office premises, ensuring all meals are prepared and served under the highest standards of hygiene and professionalism.

- **Live Station:** The vendor is required to prepare fresh Chapati/Bread live on-site during the lunch hour

Estimated Volume & Footfall:

Total Site Headcount: Approximately 180 employees.

Expected Daily Footfall: 50% to 60%

Performance-Linked Volume: Note that staff participation is strictly voluntary. The vendor acknowledges that daily volume is directly dependent on food quality, menu variety, and service standards.

Service Provider shall provide variety of popular food items, consistent food quality, quick service, hygienic environment, and good value for money with a self-service customer operation. Food items that require minimal onsite preparation constitute a major part of the menu.

- **Beverages:** Range of good quality drinks, soft drinks, and juices
- **Food:** Variety of pulses, chicken & vegetables (Mix vegetables only once a week) to be a part of daily menu)
- **Special Daily Options:** In addition to the standard menu, the vendor may provide a "Special Selection" daily that can be prepared live upon user request (burgers, sandwiches etc). The special items would be charged at full cost to the employee without any cost incurred to KE.
- **Balance:** The vendor must maintain a strict balance between Quality (taste/freshness) and Quantity (portion sizes) to ensure value for money.



Food provided by the Service Provider shall be fresh, clean and 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 05 years in running canteen / cafeteria of reputed private organization.
- Customer handling experience for minimum 200 persons per contract.
- Valid Income Tax Registration Certificate. Service Provider must be appearing on Active Taxpayer list of FBR.
- Valid Services Sales Tax Registration Certificate (Status Active with Provincial Authority). Service Provider must be appearing on Active Taxpayer list of SRB and has not been suspended or blacklisted in past three years.
- Service Provider will ensure compliance of all labor related legislation including Social Security, EOBI and will submit evidence of compliance as per KE requirement.
- Client list along with three references with contact information
- Documented evidence (Purchase order / Contract) to proof that Service provider has experience history of at least three years in same field

Other Specifications

The following are not required on fortnightly/daily basis. However, they are required to maintain the facilities in top condition and considered part of the Contract.

- 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 will ensure well-mannered conduct / behavior for all deputed staff at KE.
- In the event of any breakage or damage to the KE assets / materials done by 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 will 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 will ensure to prepare / provide 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.
- There will be self-service system on cash payment. Cafeteria staff will not serve/deliver the food outside the cafeteria premises nor any crockery/cutlery be allowed to send out of the premises.
- The Service Provider shall not extend credit for food services to employees. KE assumes no responsibility or liability for the recovery of any outstanding personal debts incurred by employees in such instances.
- Service Provider will display the rate and menu list on visible place in cafeteria.
- Services and material being provided by Service Provider shall be subjected to unannounced inspection by respective KE Admin for ingredients, grocery, and meat, prior/during and after the cooking.
- The Service Provider shall provide minimum of the following equipment's for running the Cafeteria:
 - a. Deep Freezer & Refrigerator
 - b. Stoves/Cooking Range for traditional & fast food
 - c. Micro-wave Oven

- d.** Glass showcase/counter/stands for display of items
 - e.** Crockery, utensils etc.
 - f.** Any other item necessary for canteen
 - g.** Service Provider shall be responsible for repair and maintenance of these items.
 - h.** Chapati / Naan to be made at KE Designated premises
 - i.** The Service Provider is responsible for the provision and maintenance of gas cylinders for live cooking operations. All equipment must adhere to established safety standards and regulatory requirements.
- Service Provider will engage sufficient employees for various related jobs like Chefs, 2 waiters who must be experienced for respective jobs. Service Provider Staff/employees must be in neat and clean uniforms. Vendor must ensure provision of following to their staff.
 - a.** Safety Shoes (One 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-)
 - d.** Apron (On Need basis)
 - e.** Disposable gloves for daily use (Sufficient quantity to meet the requirement)
- Service Provider to arrange annual medical test of his staff and employees for communicable diseases and as advised by the KE CCO/IHU. The same to be done from reputed laboratories, and reports will be shared/submitted to respective KE Admin for record before onboarding. 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
- Contract shall be liable to termination with warning and one-month notice from the User, in case performance is found unsatisfactory, or on any breach of terms/conditions, or if Service Provider quit the cafeteria during the prescribed period. In such cases the performance bond shall be forfeited in favor of KE.
- The Service Provider will be liable to pay all Govt. taxes / excise duties etc, if any. There will be no responsibility on the part of K-Electric in this regard.
- Apart from quoting rates for each food items as mentioned in enclosed list, a lump sum package rate per month for three meals may also be quoted for resident officers / officials, along with weekly menu for three meals a day.

- The competent authority of K-Electric reserves the rights to accept or reject any or all tenders as per rule.
- Details of staffing/ shift / change of staff to be shared
- 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)
- Announced & unannounced inspection/visit of storage/food making facility will be carried as directed by Admin
- 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 Admin for approval
- Menu shared below is for reference only, the items can be replaced by similar Standard items.
- Service provider to ensure timely fumigation at the facility / Kitchen.
- Service provider to manage Gas cylinders for cooking purposes as the Sui gas connection remains unstable at Mega center.
- Service provide to ensure following safety guidelines for cylinders
 - The risk assessment shall be performed “At All Times” prior performing any activity / job involving LPG compressed cylinder. shall be stored in a well-ventilated area away from sparks, flames, or any source of heat or ignition.
 - Never store gas cylinders in a location that could block exit routes.
 - Cylinders must be secured / strapped “At All Times”.
 - Cylinder shall be tightly strapped/ chained and weather protection shed.
 - Cylinder caps shall be tightly screwed “At All Times” except when in use.
 - Cylinders shall be inspected physically periodically for leakages.
 - Empty cylinders shall be returned to the concerned department / user from authorized vendors only.
 - Cylinder shall be pressure-tested with a hydro-test certification, not more than 05 years by HDIP or any authorized legal body for pressure vessel testing.
 - Fitness/ Authorization certificate shall be required for installation, modification, and maintenance of liquefied petroleum gas (LPG) cylinders. (BCP/ FSP-2016)
 - Do not place or store cylinders near an electrically energized system.
 - Full and empty cylinders should be stored separately. A tag mentioning “Full/ Empty/ In Use” shall be displayed on each cylinder.
 - It shall be ensured that protective safety caps are in place (hand tight) when the cylinder is not in use to protect regulator valves.
 - Pressure regulators shall always be equipped with pressure relief devices during use.

- Flame/ flashback arresters to be installed.

Week	Day	Main Dish	Additional Special Item (Optional)	Sides, Dessert & Beverage
1	Mon	Chicken Karahi	Grilled Chicken	Fresh Roti, Salad, Kheer
	Tue	Beef Haleem	Burgers (Chicken, Shami)	Naan , Soft Drink
	Wed	Beef Pulao	Chinese Rice + Gravy	Shami Kabab, Raita,
	Thu	Chicken Handi	Club Sandwiches	
	Fri	Beef Biryani	Fish & Chips	Fresh Naan,
2	Mon	Chicken Biryani	Club Sandwiches (Live)	Raita, Salad, Gulab Jamun
	Tue	Chicken White Karahi	Grilled Fish with Sauce	Fresh Roti, Soft Drink
	Wed	Daal Chawal	Chinese Rice + Gravy	Aloo Bhujia, Achari Salad,
	Thu	Palak Paneer / Mix Veg	Roast Chicken	
	Fri	Nihari	Chicken Manchurian w/ Egg Fried Rice	Fresh Khameeri Roti, Lab-e-Shireen
3	Mon	Aloo Gosht	Grilled Fish with Sauce	Fresh Roti, Zarda
	Tue	Chicken Achari	Club Sandwiches	Puri Paratha, Soft Drink
	Wed	Chicken Boneless Handi	Chinese Rice + Gravy	
	Thu	Beef Pulao	Fish with Vegetables	Shami Kabab
	Fri	Beef Haleem	Singaporean Rice	Naan, Ginger/Lemon/Onions,
4	Mon	Chicken White Karahi	Grilled Chicken Item	Fresh Roti, Sooji ka Halwa
	Tue	Beef / Chicken Biryani	Samosa Chatt / Chana chatt	Soft Drink
	Wed	Chicken / Beef qorma / Salan	Fish and chips	Kachumbar Salad
	Thu	Aloo Qeema	Roast Chicken with potatoes	Fresh Roti
	Fri	Mix Veg	Chinese Rice + Gravy	Salad



Note: The specialized menu items (additional special item) identified above are excluded from the standard monthly cost. All charges associated with these selections shall be borne exclusively by the requesting employee at the point of sale.

Obligations of KE

- Provision of appropriate premises to be used as cafeteria.
- Janitorial services for daily dusting and sweeping.
- Free Electricity
- Drinking water with dispensers
- 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/ injuries resulting from any accident to Service Provider staff, the Service Provider shall take all responsibility for the same and provide necessary compensation towards medical care and medical expenses incurred by the Service Provider staff.
- Service Provider will ensure background check along with NADRA and Police verification of all employees assigned or deputed at KE in accordance with all local laws and KE requirement
- 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 ensure scheduled work is completed satisfactorily on time.
- Service Provider to ensure 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.
- The services provider shall provide the names, address, age and a fresh medical certificate of its staff providing services to KE.
- User can cancel the contract on a 1 month Notice incase of non-compliance these TORs and substandard food.



Section B

Technical and Commercial Score Card

Bid Evaluation

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

The contract validity shall be one year from the signing of the contract subject to satisfactory performance of services and extendable on mutually agreed terms.

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, 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 120 days from date of bid submission.

Bidders are required to provide a dual-structured financial proposal: a fixed monthly service charges to be borne by the Company, and a separate per-item rate schedule for menu selections to be borne directly by the employees. The quoted prices shall be treated as firm and final till the duration of the contract).

Based on scorecard KE will evaluate and enter into formal agreement with successful Service Provider accordingly. Non-confirming bids against TOR, Techno-commercial scorecard and ITB will be rejected.

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

<p>1.1</p>	<p>Experience Record / Experience Cater Operating Cooking / Running restaurant/ Cantering Business</p> <ul style="list-style-type: none"> • Minimum of 5 years combined experience in running a restaurant or canteen services of a utility, banking, and/or multinational company with 200-250 number of person/staff/employees. • Clientele with success stories of two or more completed/ongoing projects and minimum 3 strong references from clients for completed/ongoing projects
<p>1.2</p>	<p>Quality of Food / Safety Measures</p> <ul style="list-style-type: none"> • The vendor should provide high quality, fresh and nutritious food items that meet the dietary requirements of the company staff. • The vendor should have a menu that offers a variety of options. • Compliance with food safety Protocols and hygiene during food preparation • Regular Health checkups for staff members to ensure they are fit to work in the kitchen area. • Service provider shall be able to acquire required certifications/permit from food authority and share licensing/certifications if any to carry out cafeteria services
<p>1.3</p>	<p>Infrastructure The vendor should have a modern and well-equipped kitchen facility with adequate storage space, refrigeration units, and cooking equipment</p> <ul style="list-style-type: none"> • The vendor should have a clean and hygienic dining area with ample seating capacity, comfortable furniture, and cleanliness standards maintained at all times • The vendor should have a system in place to manage waste disposal and recycling effectively.
<p>1.4</p>	<p>Services Delivery</p> <ul style="list-style-type: none"> • The vendor should have a system in place to manage peak hours and ensure timely delivery of food items. • The vendor should have a sufficient number of trained and experienced staff members to manage the cafeteria operations efficiently. • The staff members should be courteous, knowledgeable about the menu items, and able to provide recommendations based on customer preferences. • Provision of utensils & cutlery
<p>1.5</p>	<p>Staff Training</p> <ul style="list-style-type: none"> • Regular Training Programs of staff to improve their skills in food handling, customer services and hygiene practices • Encouragement of staff feedback and services delivery
<p>1.6</p>	<p>Technology</p> <ul style="list-style-type: none"> • The vendor should have a point of sale (POS) system that is user-friendly, efficient, and able to handle multiple transactions simultaneously • The vendor should have a system in place for online ordering, payment, and delivery (if applicable). • The vendor should have a system for inventory management that ensures optimal stock levels and minimizes wastage.
<p>1.7</p>	<p>Customer Services Feedback</p> <ul style="list-style-type: none"> • Responsiveness to customers complaints and suggestions for improvement • Regular collection and analysis of customer feedback to inform menu planning and service delivery strategies • Provision of channels for customer feedback, such as suggestion boxes or survey (online OR Physical)



Final Evaluation

2	Financial Score Card	Weightage
2.1	Quoted Price	Yes / No
	Performance Bond	Yes/No



Section C

ITB – Instructions to Service Provider (Service Provider)

Mandatory Requirements

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

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 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)

Terms and Conditions:

- Payment terms will be 60 days' credit after the submission of invoices and required documents duly verified by KE admin for the contract.
- Following documents 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 impositions 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 service provider.
- TORs and instructions to Service Provider(s) will be integral part of the contract.

Penalties

Vendor will keep a complaint/feedback register on service counter where it is visible and easily accessible to the employees. Register shall be submitted to Respective KE Admin for his information/further instructions as and when any entry is made by the employee.

The service provider shall always ensure availability of quality services as mentioned in these TORs and at KE Locations. All complaints regarding the quality of services, unavailability of services and/or usage of substandard material, by the Service Provider shall be immediately resolved. 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 penalty to be imposed with an increase of 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 vendor and on repetition, Fine 5% on invoice value will be imposed for that particular day.

Right of Rejection

KE reserves the right to cancel, amend or modify the TORs/bidding documents, the tendering process and to accept or reject any proposal/bid at any time prior to the acceptance of the proposal/bid without assigning any reason whatsoever and without incurring any liabilities with respect to the same.

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. KE will in no case be responsible or liable for any such costs, regardless of the conduct or outcome of the bidding process and further KE shall not be bound to accept any of the proposal/bid submitted.

Facility Visits

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

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.

Publicity and Marketing

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

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.

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.

- a) 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.

- b) 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 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.



c) 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):
