



OFFER DOCUMENT

Tender No. KEDISP/RRC001/26-27

Document # 1505

Dated: 10.08.2026

Subject: Disposal of Scrap Copper and Scrap Aluminum Items on Rate Running Contract (RRC) basis for a Period of One Year (1 Year) from Baldia Scrap Yard (Index-Based Pricing)

Material is offered for sale on the terms and conditions stipulated in this offer document and as such, only such offers are acceptable, which conform to these terms of sale.

1. This document is issued for offering the sale of the subject material as per detailed particulars, terms and conditions stipulated therein. Lot details are available in the Appendix - Page # 1 (attached) and bidding will be performed via online portal (SAP ARIBA).
2. The material offered for sale is strictly on "AS IS & WHERE IS" basis. K-Electric Limited makes no representations whether express or implied as to merchantable quality, fitness for purpose or otherwise and hereby excludes without limitation all implied terms and conditions contained in the Sale of Goods Act, 1930 or any other applicable law.
3. Please ensure that submission of the online bidding constitutes your satisfaction that you have seen the material offered for sale and as such, you do not have objection whatsoever about the material under disposal.
4. The bidders must provide the attested copy of CNIC (in case of non-registered bidder), NTN/STRN certificate (in case of registered bidder) and evidence of filing of income tax returns before registering on online portal (SAP ARIBA).
5. **The bids are to be submitted by 17th August 2026 by 06:00 PM PST via online portal (SAP ARIBA) and the offer price quoted by the bidder shall be exclusive of all taxes. In SAP ARIBA, the "Price" field represents the bidder's quoted percentage of LME (e.g., if offering 95% of LME, input 95).**
6. The successful bidders will be informed after due approval from the management and completion of the process.
7. **For participation in the ARIBA E - Bidding event, bidders are required to register in ARIBA via the link below: (if not registered)**

Link: [K-Electric ARIBA Registration](#)

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- **Note:** From December 2020, KE only shares RFQs/Tenders through the ARIBA platform.
- **Supplier Code of Conduct:**
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8. Upon signing of contract, the successful bidder shall be required to submit security deposit of 5% of the estimated one-month lot value or Rupees Five Hundred Thousand (PKR 500,000), whichever is higher in the shape of pay order / bank draft in favor of K-Electric Limited. Security Deposit will be calculated as:

Estimated quantity per month x LME in PKR as of 14th August 2026 x Bidder's quoted % of LME.

This security deposit will be returned to the successful bidder after the end of the contract duration. The successful bidder will be issued Letter of Acceptance before the submission of payments. Payments shall be submitted within the stipulated time mentioned in the Letter of Acceptance.

9. Upon award of contract, each Letter of Acceptance shall be awarded based on the pricing formula below and indexing:

i) **Pricing Formula for RRC:** The sale price per kg shall be determined using the following formula:

Price (PKR/Kg) = [LME Index Rate × Exchange Rate × Bidder's Quoted % of LME]

ii) **Index Definitions:**

LME Index: LME Copper Grade A (Cash Settlement price) or LME Aluminum (Cash Settlement price) as published on www.lme.com [<https://www.lme.com/metals/non-ferrous/lme-copper#Price+graphs>] and [<https://www.lme.com/metals/non-ferrous/lme-aluminium#Price+graphs>].

Benchmark Date: The pricing will be based on the rates available on www.lme.com one working day before the date of issuance of Letter of Acceptance.

Exchange Rate: The rates reference will be TT selling ready transaction rates available on the official website of National Bank of Pakistan [<https://www.nbp.com.pk/RATESHEET/index.aspx>] on the date of issuance of Letter of Acceptance.

10. The quantities mentioned in the Appendix are based on estimate monthly inflows. However, K Electric Limited shall offer the material to the successful bidder on a monthly basis without any commitment or limitations on maximum or minimum quantity. The successful bidder will be bound to lift the entire quantity offered in any given month through one or multiple Letters of acceptance.
11. Any extension in payment submission time will be subject to a penalty per day as per the penalty slabs below. However, upon expiry of such late payment penalty time, K-Electric Limited reserves the right to forfeit the entire lot & complete amount of earnest money.

Base Price (without taxes)	Penalty	Maximum Penalty
Up to Rs. 100,000	0.5% of base price/day OR Rs. 500/day whichever is greater	up to total base price OR 5 working days whichever is less
Between Rs. 100,001 and Rs. 500,000	0.5% of base price/day OR Rs. 1000/day whichever is greater	
Between Rs. 500,001 and Rs. 1,000,000	0.5% of base price/day OR Rs. 5000/day whichever is greater	
Above Rs. 1,000,000	0.2% of base price/day OR Rs. 10,000/day whichever is greater	



12. All payments must be made along with 18% GST plus 4% additional GST from non-registered bidders only and 10% income tax for filers or 20% income tax for non-filers (on gross amount) through online payments only in favor of K-Electric Limited as per bank details mentioned below.

A/c. Title	K-ELECTRIC LIMITED
Bank Name	Standard Chartered Bank
Account#	PKR - 08-1251317-36
IBAN#	PK53SCBL0000008125131736
Branch Code	0071
NTN#	1543137-1
Location	Main Branch, I.I. Chundrigar Road

13. For the sale of vehicles, the successful bidder will be required to arrange for the transfer of title of vehicle within 7 working days after making full payment. Vehicle will not be handed over without providing evidence of title transfer.
14. Upon receipt and successful realization of payment, the successful bidder shall be issued Sales Cum Release Order for lifting of materials from the designated locations, delivery intimation and minimum quantity to be lifted will be made via email or any other means deemed fit for record purpose.
15. For all types of scrap KUNDA WIRES, the successful bidder shall be required to prepare the materials for lifting by sorting and segregating them into their respective components that is; copper cables, scrap copper conductors, scrap aluminum cables, scrap aluminum conductor, telephone wires, iron etc. and subsequently cut them into desired lengths prior to removal from KE premises. This is a standard procedure that will ensure safe and efficient handling of scrap. Failure to comply with this requirement may result in the refusal of delivery and/or the imposition of penalties.
16. The customer shall not, directly or indirectly, use, sell, or otherwise dispose of the copper, aluminum, or kunda wire scrap purchased from K-Electric Limited in its original form. The customer shall only resell the purchased scrap material after melting, refining, and/or processing either in the form of ingots or as re-processed material. Any customer found in violation of this clause shall be subject to a penalty of 10% of the contract value/price, as determined by K-Electric Limited, and shall be blacklisted from future participation in disposal sales.
17. The material is to be lifted within the working days specified in email or communicated. Similarly, in the event of having failed to collect the material either in full or PART thereof, penalty in lieu of storage charges of base price per day as per below penalty slabs until such time the site is cleared to the satisfaction of K-Electric Limited.



Base Price(without taxes)	Penalty	Maximum Penalty
Up to Rs. 100,000	0.5% of base price/day OR Rs. 500/day whichever is greater	up to total base price OR 5 working days whichever is less
Between Rs. 100,001 and Rs. 500,000	0.5% of base price/day OR Rs. 1000/day whichever is greater	
Between Rs. 500,001 and Rs. 1,000,000	0.5% of base price/day OR Rs. 5000/day whichever is greater	
Above Rs. 1,000,000	0.2% of base price/day OR Rs. 10,000/day whichever is greater	

However, upon expiry of such time, if the material for any reason is not collected and removed by the successful bidder from the K-Electric Limited site, then K-Electric Limited reserves the right to forfeit the remaining lot amount, shall be at liberty to dispose of the relevant material as it deems fit without reference or notice to the successful bidder/purchaser. No money received from the bidder/purchaser will be refunded by K-Electric Limited and K-Electric Limited at all times have the right to demand the storage charges for the said relevant material as set out above.

18. **SCRO's for all multiple lots won by each successful bidder will be issued at once, and such successful bidder will be expected to lift all lots within the specific timeframe. The successful bidder must ensure that a well-planned lifting schedule in advance is made, taking into account available resources and manpower for liftin of the lots. Failure to adhere to this timeframe may result in penalties as per clause 20 of this document.**
19. The successful bidder will be responsible for collection / lifting of subject material from K-Electric Limited premises. For the avoidance of doubt, all expenses incurred in connection with deploying labor for handling, lifting, removal, loading, weighing and transportation of respective lot material shall be borne by the successful bidder.
20. The successful bidders will be required to collect the material from the site in accordance with the terms and conditions of the sale stipulated in the relevant Sales-Cum-Release Order. Presentation of the official receipt of the sale money deposited by buyer with K-Electric Limited, if required, is the responsibility of the buyer for collection of the material from the site.
21. K-Electric Limited reserves the right to reject OR accept any or all offers without assigning any reason thereof and as such, the seller is not bound to accept the highest bid.
22. Letter of Acceptance and Sales cum Release Order to the successful bidder shall be issued from the office of the Lead Asset Disposal, K-Electric Limited.
23. KE reserves the right to re-negotiate the price at any stage in the event of market fluctuation.
24. For the avoidance of doubt, all applicable government taxes shall be borne by the successful bidder. Any changes in taxes, duties, or levies whether federal or provincial due to change in legislation during the complete process, shall also be borne by the successful bidder/purchaser to entire exclusion of K-Electric Limited. If changes are enacted during execution of a tender, such changes in the taxes shall be applicable till the date of issuance of SCRO. Tax shall be calculated at the time of LOA generation as per Online FBR TAX status. If tax rates are changed after the issuance of LOA but before issuance of SCRO, the revised rates will be applicable accordingly.



25. Any shortage in quantity of material at the time of delivery will not invalidate the sale. A proportionate refund (without any interest) will be made to the successful bidder when the weight or number delivered is less than has been specified in the tender.
26. Lifting/weighing of material from K-Electric Limited premises is to be made in the presence of K-Electric Limited representatives only.
27. K-Electric Limited reserves the right to unload the vehicles for inspection purposes at any time during the lifting process. If it is suspected at any time that the successful bidder has loaded the material(s) for which he is not the purchaser or if the purchaser is found to carry excess material than that mentioned in the documents, K-Electric Limited will be within its right to detain the loaded vehicle, unload the goods at the risk, cost & expenses of the successful bidder & terminate the sale forthwith and forfeit the sales value & claim such further losses and damages that maybe caused to K-Electric Limited.
28. Any damage to K-Electric Limited's or third party's properties & men during removal/lifting of the items must be made good by the successful bidder at their own cost to the entire exclusion of K- Electric Limited. K-Electric Limited reserves the right to claim from the successful bidder any expenses which might have been incurred by it over and above the payment made by way of restoring damage caused to person or property at K-Electric Limited premises.
29. All safety regulations should be followed by the successful bidders and their men in removing the items from K-Electric Limited premises. The men employed to carry out the work should observe the K-Electric Limited rules and regulations including that for HSEQ at the location. The purchaser shall not be entitled to resell any lot or part of a lot while the goods are still lying within the premises of K-Electric Limited and no delivery would be affected by K-Electric Limited to any person other than the successful bidders whose names are mentioned in the delivery order.
30. The successful bidders shall ensure all safety measures implemented during execution of work and shall provide all necessary personal protection equipment (PPE) for their labor (gloves, goggles, mask, apron, safety shoes, wrist cover, ear plugs etc.) & certified machinery and equipment (i.e. crane, lifter, trucks etc.). Any damages to any existing work or property or person at K-Electric Limited caused by non-compliance of safety regulations by the successful bidders must be made good by the successful bidders at their own cost to the entire exclusion of K-Electric Limited.
31. A person duly authorized by the successful bidders through valid authority letter up to the satisfaction of K-Electric Limited, shall only be allowed to lift the material/take the delivery.
32. Conditions imposed by the parties interested in purchasing the material offered for sale shall not be considered. The material is offered as per K-Electric Limited terms and conditions stipulated in this document and as per the Sale-Cum-Release Order to follow.
33. For sale of used oil, only parties/bidders registered under OGRA Ordinance 2002 for lube blending, reclamation, grease & transformer oil plant and Pakistan Petroleum (refining, blending & marketing) Rules 1971 shall participate for bidding and submit the attested copy of their registration certificate as evidence. Un-registered bidders/ parties will not be considered for sale of used oil.



34. For the sale of all environmentally hazardous material e.g. SF6 Gas, Lead, acids all types etc., the bidder must be Certified/Registered by Sindh Environment Protection Agency for safe disposal/reclamation/recycling of all such material. A document in this regard shall also be attached with the Offer Document at the time of depositing the same.
35. All information/data provided by any bidder shall be accurate and true. All bidders should provide valid and complete postal addresses and official email addresses along with other correspondence details. K-Electric Limited shall not be responsible in case of any wrong or incomplete information provided by any bidder.
36. In case of the work-related injury or death of any labor or supervisors at K-Electric Limited premises, the bidder/ company will compensate the deceased family along with the evidence of compensation. The same evidence regarding the receiving shall be provided to K-Electric as per regulatory requirements.
37. Company/Individual participating in Disposal Tender are required to submit the owner's name & their representative name (who will be taking part on their behalf) on their original letterhead for the complete tender process. Failing to which participation will not be considered for the tender. In case of change of representative company/individual must inform via original letter head & company official email.
38. Company/Individual are required to submit payment (Earnest Money/Security Deposit/Balance payment/Penalty payment) from their company account (in case of company) and personal account (in case of individual), failing to which participation will not be considered for the tender.
39. KE reserves the right to take appropriate legal and disciplinary actions in the event of any non-compliance with the terms and conditions specified in this offer document.
40. KE reserves the right to obtain documents and data from the bidder for verification purposes at any time during the disposal process.
41. KE reserves the right to amend these terms and conditions at any time. Any changes will be communicated to all relevant parties.
42. Please direct any grievances or complaints regarding the disposal process to **complaints.disposal@ke.com.pk**.
43. **Other Important Instructions:**
 - a. People under the age of 18 and over the age of 60 will not be allowed to lift material from K-Electric Limited premises.
 - b. All personnel of the bidder must carry CNIC when present at K-Electric Limited premises.
 - c. All personnel of the bidder shall be informed about the use of fire extinguishers.
 - d. It will be mandatory for all personnel of the bidder to follow all HSEQ standards and procedures during lifting at K-Electric Limited premises.



Appendix: KEDISP/RRC001/26-27

Inquiry Document: 1505

Date: 10.08.2026

Lot #	Lot Description	Disposal Quantity*	Mode of Disposal	Location
1	SCRAP COPPER CONDUCTOR DISTRIBUTION LINE	5,000 No commitment on minimum or maximum quantity per month	KG	Baldia Scrap Yard
2	SCRAP ALUMINUM CONDUCTOR DISRTIBUTION LINE	10,000 No commitment on minimum or maximum quantity per month	KG	Baldia Scrap Yard
3	SCRAP COPPER CABLE WITH ALL ACCESSORIES INCLUSIVE	8,000 No commitment on minimum or maximum quantity per month	KG	Baldia Scrap Yard
4	SCRAP CONDUCTOR COPPER TRANSMISSION with ACCESSORIES	10,000 No commitment on minimum or maximum quantity per month	KG	Baldia Scrap Yard
5	SCRAP ALUMINIUM CONDUCTOR TRANSMISSION	3,000 No commitment on minimum or maximum quantity per month	KG	Baldia Scrap Yard

**These are estimate monthly quantities to be used only for reference purposes for calculation of security deposit. K- Electric Limited shall issue Letter of Acceptance to the successful bidder based on available quantities at Baldia Scrap yard and as such, the successful bidder will be bound to lift the entire quantity offered in any given month through one or multiple Letters of acceptance.*

In case of any further information desired the following may be contacted.

1	Waqas Ahmed Khan	Baldia Scrap Yard	Cell No. 0333-2018245
	M.Danish Suleman		Cell No. 0343-2876453
	Location: Sector 8, Saeedabad, Near Police Training Center, Baldia Town, Karachi.		

سیفٹی احکامات برائے کانٹریکٹر

- 18 سال سے کم عمر اور 60 سال سے زیادہ عمر کے کارکنان کو سکریپ اٹھانے کی اجازت نہیں ہو گی۔
- تمام کارکنان کے پاس CNIC ہونا لازمی ہے۔
- کام شروع کرنے سے پہلے تمام کارکنان کو سیفٹی احکامات سے آگاہ کیا جائے گا۔
- تمام کارکنان کے لیے PPE کا استعمال لازمی ہوگا۔ جس میں ہیلیمٹ، ٹوپی، ربر یا چمڑے کے دستانے جوتے، ڈانگری اور سیفٹی چشمہ پہننا لازمی ہوگا۔
- سائٹ پر کسی کارکن کو سگریٹ نوشی یا کھانے پینے کی اجازت نہیں ہوگی۔
- تمام کارکنان کو Fire Extinguisher کے استعمال سے آگاہ کیا جائے گا۔
- کسی بھی Hazardous Material اٹھانے کی صورت میں کانٹریکٹر پر لازم ہوگا کہ وہ زیادہ سے زیادہ موثر تدابیر استعمال کرے اور Co-Ordinator(HSE) کے احکامات کی تعمیل کرے۔
- کانٹریکٹر مال اٹھانے سے پہلے اپنا مجوزہ طریقہ کار DGM(Disposal) کو دے گا۔ جس میں کام کی ترتیب، کارکنان کی تعداد، مشینری کا استعمال اور حفاظتی تدابیر پر عمل کی تفصیلات درج ہوں گی۔



General Terms and Conditions for Disposal Lifting

KE Scrap Yards

1. Safety Requirements for Workers:

- 1.1 Provision of PPE (Safety helmet, Safety Shoes, Safety Gloves)
- 1.2 Must be in good health and not injured.
- 1.3 Must observe Covid pre-cautions e.g. (Wearing Mask and maintaining social distancing)
- 1.4 Smoking, eating pan / supari, gutka are strictly not allowed in KE Premises.
- 1.5 Bidder or his representative should be well versed with safety aspects of lifting.
- 1.6 Every day activity should start with a safety briefing (Toolbox Talk)
- 1.7 All safety instruction delivered in toolbox talk to be strictly adhered to.
- 1.8 First aid box should be made available by the supervisor for his team.
- 1.9 Driver must have valid driving license.

2. Vehicle Safety Requirements:

- 2.1 Must have a valid fitness certificate
- 2.2 Must have all indicators working
- 2.3 Must have back view mirrors
- 2.4 Must have a working horn
- 2.5 Must have a back horn
- 2.6 Must have side view mirrors
- 2.7 Must have safety cones
- 2.8 Must have tyre stoppers
- 2.9 Tyres not torn / cracked
- 2.10 Tyres appropriately inflated (Not punctured)
- 2.11 No abnormal smoke emissions and Engine noise
- 2.12 Trucks must have appropriate support around bed to hold materials safely.
- 2.13 Must have hooks and ropes to tie heavy materials to avoid rattling, slipping and falling.
- 2.14 Must have fluorescent flags / rags to be tied at the end of the vehicle for clearly visibility of vehicle / elongated materials from distance behind the vehicle.
- 2.15 Must have fire extinguisher
- 2.16 Must have brakes operational

3. Cranes / Loaders Safety Requirements

- 3.1 Complying to general fitness conditions of vehicle.
- 3.2 Hook and hook latch should not be torn / rusted / cracked / twisted.
- 3.3 Automatic Safe Load Indicator must be available in working condition for Cranes.
- 3.4 Wire Rope not torn / rusted / cracked / twisted.
- 3.5 Crane loading capacity clearly marked on bridge and must match 3P inspection certificate
- 3.6 All Limit switches available and in working condition (Over Load / Boom Limit)
- 3.7 No oil Leakage in hydraulic cylinder and out riggers
- 3.8 Out rigger should be fully extendable
- 3.9 Vehicle Safety Guards must be covering all moving and rotating parts
- 3.10 Crane Registration certificate should be Available.
- 3.11 Valid 3P party inspection Certificate
- 3.12 Crane operator valid license.
- 3.13 Crane operator valid training certificate.
- 3.14 Certified rigger available with crane
- 3.15 While Crane operation is in progress all personnel need to maintain a safe working distance from the crane and loaded material.
- 3.16 Only the Crane Signal Person or Banksman would be allowed to guide the crane movements while keeping a safe distance once lifting operation has been initiated.

KE سکریپ یارڈز پر ڈسپوزل لفٹنگ کے لیے سیفٹی کے عمومی شرائط و ضوابط.

1. کارکنوں کے لیے حفاظتی تقاضے:

- 1.1 PPE کی فراہمی (حفاظتی ہیلمٹ، حفاظتی جوتے، حفاظتی دستانے).
- 1.2 اچھی صحت میں ہونا چاہیے اور زخمی نہیں ہونا چاہیے۔
- 1.3 کووڈ احتیاطی تدابیر پر عمل کرنا چاہیے جیسے (ماسک پہننا اور سماجی فاصلہ برقرار رکھنا).
- 1.4 کے ای کے احاطے میں سکریٹ نوشی، پان / سپاری، گنگا کھانے کی اجازت نہیں ہے۔
- 1.5 ہولی لگانے والے یا اس کے نمائندے کو سکریپ اٹھانے کے حفاظتی پہلوؤں سے اچھی طرح واقف ہونا چاہئے۔
- 1.6 ہر روز کی سرگرمی حفاظتی بریفنگ کے ساتھ شروع ہونی چاہیے (ٹول باکس ٹاک)
- 1.7 ٹول باکس ٹاک میں دی گئی تمام حفاظتی ہدایات پر سختی سے عمل کیا جائے۔
- 1.8 فرسٹ ایڈ باکس سپروائزر کو اپنی ٹیم کے لیے دستیاب کرانا چاہیے
- 1.9 ڈرائیور کے پاس درست ڈرائیونگ لائسنس ہونا لازمی ہے۔

2. گاڑیوں کی حفاظت کے تقاضے:

- 2.1 گاڑی کے پاس درست اور قابل اعتبار فنٹس سرٹیفکیٹ ہونا ضروری ہے۔
- 2.2 تمام انڈیکیٹرز مکمل طور پر درست حالت میں اور فعال ہوں۔
- 2.3 گاڑی میں بیک ویو مرر (پچھلا آئینہ) موجود ہونا چاہیے۔
- 2.4 بارن قابل استعمال اور مؤثر حالت میں ہو۔
- 2.5 گاڑی میں بیک بارن نصب ہونا چاہیے۔
- 2.6 سائیڈ ویو مرر موجود اور درست حالت میں ہوں۔
- 2.7 حفاظتی کونز ہمراہ موجود ہونا ضروری ہیں۔
- 2.8 ٹائر اسٹاپرز دستیاب اور مؤثر حالت میں ہوں۔
- 2.9 ٹائر کسی قسم کی پھٹنے یا پھٹ جانے کی کیفیت سے میں نہ ہوں۔
- 2.10 ٹائر مناسب ہوا سے بھرے ہوئے ہوں اور پنکچر نہ ہوں۔

KE سکریپ یارڈز پر ڈسپوزل لفٹنگ کے لیے سیفٹی کے عمومی شرائط و ضوابط۔

- 2.11 گاڑی سے غیر معمولی دھواں یا انجن کی غیر معمولی آواز خارج نہ ہو
- 2.12 ٹرک کے ہیڈ کے ارد گرد سامان کو محفوظ رکھنے کے لیے مناسب حفاظتی سہارے موجود ہوں۔
- 2.13 وزنی سامان کو باندھنے کے لیے بکس اور رسی لازمی دستیاب ہوں تاکہ سامان کے پلنے، سرکنے یا گرنے سے بچاؤ ہو سکے۔
- 2.14 گاڑی کے پچھلے حصے یا لمبے سامان کے اختتام پر فلوروسینٹ جھنڈیاں / کپڑا باندھنا ضروری ہے تاکہ پیچھے سے آنے والی گاڑیوں کو مناسب فاصلے سے واضح طور پر دکھائی دے۔
- 2.15 آگ بجھانے والا آہٹائی میں موجود ہونا لازمی ہے۔
- 2.16 گاڑی کے بریک مکمل طور پر فعال اور درست حالت میں ہوں۔

3. کریں / لوڈز کی حفاظت کے تقاضے:

- 3.1 گاڑی کی عمومی فنکشن شرائط پر پورا اترنا ضروری ہے۔
- 3.2 بک اور بک لاج پھٹے، زنگ آلود، ٹوٹے یا مزے ہوئے نہیں ہونے چاہئیں۔
- 3.3 کریبرز کے لئے آؤٹینگ سیف لوڈ انڈیکس دستیاب اور کام کرنے کی حالت میں ہونا چاہیے۔
- 3.4 وائر رسی پھٹی، زنگ آلود، ٹوٹی یا مزے ہوئی نہیں ہونی چاہیے۔
- 3.5 کریں کی لوڈنگ صلاحیت واضح طور پر برج پر درج ہونی چاہیے اور یہ P 3 انسپکشن سرٹیفیکیٹ کے مطابق ہونی چاہیے۔
- 3.6 تمام لمٹ سوئچز (اور لوڈ / بوم لمٹ) دستیاب اور درست حالت میں ہونے چاہئیں۔
- 3.7 ہائیڈرولک سلنڈر اور آؤٹ رگرز میں تیل کا ریساء نہیں ہونا چاہیے۔
- 3.8 آؤٹ رگر مکمل طور پر کھلنے کے قابل ہونا چاہیے۔
- 3.9 گاڑی کے حفاظتی گارڈز تمام حرکت کرنے والے اور گھومنے والے حصوں کو ڈھانپ رہے ہوں۔
- 3.10 کریں کا رجسٹریشن سرٹیفیکیٹ دستیاب ہونا چاہیے۔
- 3.11 درست اور موجودہ P 3 تھریڈ پارٹی انسپکشن سرٹیفیکیٹ ہونا چاہیے۔
- 3.12 کریں آپریٹر کا درست لائسنس ہونا ضروری ہے۔
- 3.13 کریں آپریٹر کا درست ٹریننگ سرٹیفیکیٹ ہونا چاہیے۔
- 3.14 کریں کے ساتھ تصدیق شدہ رگر موجود ہونا چاہیے۔
- 3.15 کریں آپریشن کے دوران تمام افراد کو کریں اور لادے گئے سامان سے محفوظ فاصلہ برقرار رکھنا ہوگا۔
- 3.16 لفٹنگ آپریشن کے دوران صرف کریں سگنل پرسن یا بینکس مین کو اجازت ہوگی کہ وہ محفوظ فاصلے پر رہتے ہوئے کریں کی حرکت کو گائیڈ کرے۔

RATE RUNNING AGREEMENT FOR SALE AND DISPOSAL OF SCRAP MATERIAL

THIS Rate Running Agreement for Sale and Disposal of Scrap Material (the “**Agreement**”) is made at Karachi on this ____ day of _____, 202_ (the “**Effective Date**”).

BY & BETWEEN

K-ELECTRIC LIMITED, being a public company duly incorporated and existing under the laws of Pakistan and having its registered office at KE House, 39-B, Sunset Boulevard, Phase-II, Defense Housing Authority, Karachi, Pakistan (hereinafter referred to as “**KE**”, which expression shall, wherever the context so permits, mean and include its successors-in-interest and assigns) of the **ONE PART**.

AND

M/S. _____, a _____ company incorporated and functioning under the laws of Pakistan, having its office at _____, bearing NTN No. _____ (hereinafter referred to as the “**PURCHASER**” which expression shall where the context so admits include its successors-in-interest, legal heirs, representatives and assigns) of the **SECOND PART**;

(KE and the Purchaser may hereinafter also be referred to individually as a “**Party**” and collectively as “**Parties**”).

RECITALS:

The Parties do hereby recite as follows:

WHEREAS:

- A. KE intends, from time to time during the Term, to sell and dispose of such quantities of the Scrap Material (as defined herein below) as may become available at the Site(s) (as defined herein below), on an “as-is, where-is and with-all-faults” basis.
- B. The Purchaser is an entity primarily engaged in scrap disposal and agrees to lawfully collect, lift, handle, transport, remove and dispose of Scrap Materials from the Site strictly on an “**As-Is, Where-Is**” basis.
- C. The Purchaser represents and warrants that the Purchaser has the requisite experience, skill, ability, resources, tools, license(s)/certification(s) and expertise for the collection, transportation and disposal of Scrap Materials in accordance with the instructions of KE.
- D. In reliance of the representations and warranties provided by the Purchaser, KE agrees to sell to the Purchaser for collection, removal and disposal of Scrap Materials from Site, on

a non-exclusive basis, in accordance with the terms and conditions set out in this Agreement and the Offer Document contained in Annexure 1.

- E. The Parties, pursuant to the Offer Document and negotiations, having agreed on the terms and conditions in accordance with which the Purchaser shall provide the Works and services, are desirous of reducing the same to writing.

NOW THEREFORE, in consideration of the mutual benefits, covenants and representations contained herein, this agreement on the following terms and conditions:

1. DEFINITIONS

- 1.1 In this Agreement the following terms/expressions shall have the following meanings unless the context requires otherwise:

- a) **Affiliate** means in relation to a Party, any company, corporation, partnership or other legal entity (in this clause referred to as a "Company"): (i) that is, directly or indirectly, controlled by such Party; or (ii) that directly or indirectly controls such Party; or (c) that is, directly or indirectly, controlled by a Company that also, directly or indirectly, controls such a Party. For the purpose of this definition, a Company is directly controlled by another Company which owns or controls shares or other interests carrying in the aggregate at least fifty percent (50%) of the voting rights exercisable at a general or shareholders meeting of the first-mentioned Company or the right to appoint or dismiss a majority of the directors thereof.
- b) **Agreement** means this Agreement between KE and Purchaser for the disposal of Scrap Material together with its Annexures which are deemed to be an integral part of this Agreement;
- c) **Anti-Corruption Laws** means, without limitation, the Prevention of Corruption Act, 1947 and any other similar legislation in any applicable jurisdiction of Pakistan.
- d) **Confidential Information** means (i) information and materials not generally known by third parties and includes, but is not limited to, information and materials relating to any of the following matters or things of KE or any Affiliate of the KE or their respective employees, namely research and development activities, inventions, discoveries, findings, designs, ideas, products, services, sales, marketing plans, strategies, manufacturing processes and methods, costs, sources of supply, Purchaser lists, profits, profit margins, pricing policies or methods, personnel information business relationships and the filing or pendency of unpublished applications for patents, utility models, and designs that any member of KE may receive or has received belonging to Purchasers and/or other persons who do business with any member of KE. Confidential Information may also (i) constitute Intellectual Property, as defined below; and (ii) any information relating to an identified or identifiable natural person.
- e) **Effective Date** means the date on which this Agreement is signed by the Parties;
- f) **HSE** means Health and Safety.
- g) **Intellectual Property** means all industrial and intellectual property in or arising out of this Agreement (including foreground and background intellectual property rights), whether protectable by statute, at common law or in equity, including all copyright, inventions and right to inventions, patents, designs, trademarks, service marks, business names and domain names, rights in get-up [and trade dress], goodwill and the right to sue for passing off and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world but excluding non-assignable moral rights and similar non-assignable personal rights of an author.

- h) **KE Policies** means all applicable policies of KE including but not limited to Environment, Health and Safety policy and the Code of Conduct (COC), as revised by KE from time to time, current copies of the ones which the Purchaser hereby acknowledges are enclosed in Annexure 4.
- i) **Letter of Acceptance (LoA)** means the formal written notification issued from time-to-time by KE to the Purchaser for individual scrap collection confirming the amount of Scrap Material to be lifted. It outlines the total payment due including all applicable taxes, the payment timelines, and the associated terms and conditions governing the transaction.
- j) **Offer Document** means the tender offer by KE with **tender no.** on the basis of which this Agreement is being executed and which is enclosed as part of this Agreement in Annexure 1.
- k) **Payment Terms** means the terms of payment of the Works specified in this Agreement as set out in Annexure 3.
- l) **Sales-Cum-Release Order (SCRO)** means a notice issued by KE to the Purchaser confirming receipt of payment and authorizing the Purchaser to proceed with the Works.
- m) **Scrap Material** means all material declared for disposal and detailed in Annexure 2.
- n) **Site** means the location(s) as specified in the Offer Document.
- o) **Tax(es)** include the General Sales Tax (“GST”), withholding tax and any other tax as applicable to the Works and services.
- p) **Term** means the duration of this Agreement as stated in the Clause 3.
- q) **Territory** means the territorial jurisdiction of the State of the Islamic Republic of Pakistan.
- r) **Terrorist Organization** includes but not limited to any such religious/political organization duly banned by the Government of Pakistan, any foreign governments and/or the United Nations, etc which is involved in anti-state/killing activities.
- s) **Third Party** means any person or entity not party to this Agreement which is involved in the provision of work including sub-contractors, agents, and consultants.
- t) **Purchaser Personnel** means the Purchaser’s representatives involved in the provision of services/works to KE under this Agreement, who may include the staff, labour and other employees of the Purchaser and/or of its sub-contractors; and any other personnel assisting the Purchaser in the execution of the Agreement and the Works hereunder.
- u) **Works** means the lifting, removal, transportation and disposal of the Scrap Material by the Purchaser from Site as detailed in Clause 4 below.
- v) **Working Day** means any day within the Islamic Republic of Pakistan on which commercial banks are open for business in Karachi.

2. **INTERPRETATION**

In this Agreement (except where the context otherwise requires):

- (i) Words in the singular include the plural and vice versa and words importing any gender include every gender;
- (ii) References to persons include individuals, firms, partnerships, companies, corporations, unincorporated associations, governments, authorities, judicial authorities, agencies and trusts (in each case, whether or not having separate legal personality);

- (iii) Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (iv) Reference to Clauses and Annexures are to Clauses and Annexures to this Agreement;
- (v) Capitalized expressions used in this Agreement shall have the meanings respectively assigned to them elsewhere in this Agreement;
- (vi) The table of contents and headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement;
- (vii) The recitals and Annexures form an integral part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the recitals and Annexures; and
- (viii) Unless otherwise qualified, reference to days, months or years shall be read to mean calendar days, months or years..

3. TERM

- 3.1 This Agreement shall commence from the Effective Date and shall continue in full force and be valid for a period of [] years/months (the “Term”) unless terminated in accordance with the terms of this Agreement.

Upon the expiration of the Term, the Agreement may be extended and/or renewed upon prior mutual written agreement of the Parties for a similar period(s) and subject to settlement of the relevant terms and conditions in writing. Either party will give thirty (30) days prior written notice to the other indicating its intent to extend and/or renew the Agreement.

4. SCOPE OF WORK

- 4.1 The Purchaser shall perform Works under the Agreement which shall include, without limitation, collection, lifting, disposal, site clearance, provision of labour, materials, equipment, machinery, tools, transportation and other services or items as required to meet its obligations under the Agreement and to carry out the Works at the Site; the scope of which include the following and the details of which are set out in the Offer Document (Annexure 1).
- 4.2 The Purchaser shall perform the Works in accordance with the terms and conditions of this Agreement and, inter alia, all applicable laws, generally recognized professional standards of the industry and prevailing industry norms. KE shall provide details of the Scrap Material as needed.

5. PRICE AND PAYMENT TERMS

- 5.1 KE may offer the Scrap Material without any minimum or maximum monthly quantity limitations by issuing to the Purchaser one or more LoA specifying the quantity, description and price of the Scrap Material to be collected and lifted by the Purchaser. KE through LoA shall offer the Scrap Material to be lifted, collected and removed by the Purchaser. Issuance of LoA is strictly contingent upon the availability and readiness of the Scrap Material for disposal and KE shall bear no liability, in the event that, on-ground Scrap Material is unavailable.

- 5.2 Upon receipt of the LoA, the Purchaser shall make the advance payment for the full amount specified in the LoA into KE's nominated bank account prior to collecting any Scrap Material. KE is not obligated to release any Scrap Material for collection until such payment has been received in full. For avoidance of doubt, KE reserves the right to increase, decrease or modify quantities of the Scrap Material prior to/after issuance of SCRO without incurring any liability or penalty.
- 5.3 Upon clearance of the advance payment, KE shall authorize the release of the Scrap Material through issuance of SCRO and the Purchaser shall lift, collect and remove the Scrap Material within the specified time in the SCRO.
- 5.4 If for any reason, the quantity of specified Scrap Materials is found short in weight at the time of lifting, the balance amount will be adjusted in the subsequent SCRO or refunded after the end of the Term of this Agreement.
- 5.5 The price/rates for each material for disposal are set out separately in Annexure 3.
- 5.6 The price/ rates shall be reviewed by the Parties on a quarterly basis, commencing on [Date/First Quarter]
- 5.7 The price/rate shall remain fixed for the duration of each quarter unless the market price of the particular material in the Scrap Material as specified in Annexure 2 fluctuates by more than % (plus or minus) compared to the rate established at the start of that quarter on the Payment Terms specified in Annexure 3.
- 5.8 The stamp duty applicable on the Agreement shall be payable by the Purchaser in accordance with the Section 29 of the Stamp Act 1899 as amended by the Sindh Finance Act 2009, Section 2(1) and any other amendment that comes into force from time to time. The Parties hereby agree that any short payment in this regard shall be the complete liability of the Purchaser.

6. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

- 6.1 The Purchaser represents and warrants that it:
- (i) is duly organized and validly existing under the laws of Pakistan;
 - (ii) has all requisite legal power and authority to execute this Agreement and perform the Works and provide the relevant services under the laws of Pakistan;
 - (iii) has the necessary licenses and licensed personnel (where necessary) to carry out the Works prescribed in this Agreement under the laws of Pakistan and that it shall maintain during the pendency of this Agreement such necessary licenses and licensed personnel that are used for providing the Works under this Agreement;
 - (iv) Has duly signed and acknowledged the terms of the Code of Conduct (COC) and shall fully abide by the terms of the COC which shall form an integral part of this Agreement While the attached in KE Policies in Annexure 4;
 - (v) shall ensure that the Works are carried out by personnel who have the necessary skills and experience and who are mentally and physically capable to perform the Works and that the Works are provided under the supervision of the Purchaser;
 - (vi) agrees that this Agreement constitutes the valid, legal and binding obligation of the Purchaser, enforceable in accordance with the terms hereof and in the light of the laws of the Territory;

- (vii) has no actions, suits or proceedings pending or, to the Purchaser's knowledge, threatened against or affecting the Purchaser before any court or authority that might materially adversely affect the ability of the Purchaser to meet and carry out its obligations under this Agreement;
- (viii) shall perform its obligations under this Agreement in a timely and professional manner as reasonably directed by KE exercising proper care, skill and diligence;
- (ix) shall provide Works to the standard of expertise which the Purchaser has represented to KE that the Purchaser's Personnel possess;
- (x) shall ensure that no employee, agent or contractor of the Purchaser does anything during the term of this Agreement which, if it was done by the Purchaser, would constitute a breach of this Agreement;
- (xi) shall ensure that the Purchaser and the Purchaser Personnel familiarize themselves with and comply with any procedures, policies or protocols communicated or advised by KE to the Purchaser including those relating to KE and KE Policies;
- (xii) the Purchaser and/or the Purchaser Personnel will not make any defamatory remarks to any person or spread and involve in any rumor mongering against KE.
- (xiii) shall at all times maintain records of the Purchaser Personnel and shall ensure that the Purchaser's Personnel have no criminal records and/or are involved in any Terrorist organization and/or prior complaints lodged against them by any Third Party in terms of their standard of work and/or behavior relating to the services provided under this Agreement.

6.2 The Purchaser must ensure at all times that when Purchaser's Personnel are on KE's premises they:

- (i) have a copy of KE's Policies applicable to the Purchaser and that they comply immediately and fully with such KE's policies;
- (ii) immediately leave KE's premises if they are directed to leave KE's premises;
- (iii) conduct themselves professionally at all times so as to cause the minimum disruption to KE's business; and
- (iv) comply fully with all safety, health, environmental and other policies of KE notified to the Purchaser from time to time, and all relevant legislation.

6.3 The Purchaser shall provide all Purchaser Personnel with clear and documented information regarding their rights, including but not limited to employment terms, working hours, wages, overtime, benefits, and grievance mechanisms. The Purchaser Personnel shall be trained and made aware of their rights related to non-discrimination, non-harassment, and workplace ethics.

6.4 The Purchaser shall ensure the following working conditions and terms of employment:

- (i) The Purchaser shall respect all applicable collective bargaining agreements and, where such agreements do not exist, ensure that fair working conditions and employment terms are provided.
- (ii) The Purchaser shall ensure that migrant workers are engaged on substantially equivalent terms as non-migrant workers performing similar roles.
- (iii) If the Purchaser provides accommodation to Purchaser Personnel, it shall meet quality, health, and safety standards, ensuring access to basic services and maintaining non-discriminatory living arrangements.
- (iv) Minimum working age and maximum working hours:

- (a) The Purchaser shall not employ any Purchaser Personnel under the age of eighteen (18) years.
- (b) The Purchaser shall comply with legal working hour limits, ensuring Purchaser Personnel do not exceed forty-eight (48) hours per week and that overtime is voluntary and compensated fairly.

6.5 Workers' Organizations and Freedom of Association:

- (i) The Purchaser shall comply with national laws allowing Purchaser Personnel to form and join organizations of their choice without interference.
- (ii) Where national law restricts these rights, the Purchaser shall allow for alternative mechanisms for Purchaser Personnel to express grievances and negotiate employment terms.
- (iii) The Purchaser shall not retaliate or discriminate against Purchaser Personnel participating in collective bargaining or worker organizations.
- (iv) Purchaser Personnel and their representatives shall have the right to openly communicate with the Purchaser's management regarding working conditions without fear of retaliation.

6.6 Non-discrimination, gender-based violence & harassment prevention

- (i) The Purchaser shall ensure equal employment opportunities and shall not make employment decisions based on characteristics unrelated to job requirements, such as gender, age, nationality, religion, disability, or social background.
- (ii) The Purchaser shall take measures to prevent and address workplace harassment, discrimination, and gender-based violence, particularly concerning women and vulnerable workers.
- (iii) Purchaser Personnel must be trained and made aware of their rights related to non-discrimination and non-harassment.

6.7 Before implementing any mass layoffs or retrenchments, the Purchaser shall conduct an analysis of alternatives and provide a retrenchment plan that minimizes adverse impacts on workers. The retrenchment plan shall comply with national labor laws, include proper consultation with affected employees, and ensure that all required severance payments and benefits are provided in a timely manner.

6.8 The Purchaser shall establish a transparent grievance mechanism that allows workers to raise workplace concerns confidentially and without fear of retaliation. The grievance mechanism shall allow for anonymous reporting and ensure that concerns are addressed promptly and fairly.

6.9 The Purchaser shall not employ any underage worker(s) in hazardous work and shall comply with all national child labor laws.

6.10 The Purchaser shall not engage in or tolerate forced labor, human trafficking, or involuntary work under any circumstances.

6.11 All employment shall be voluntary, and workers shall not be subject to threats, coercion, or withheld wages as a means of forcing them to work.

7. HEALTH, SAFETY, AND ENVIRONMENT

7.1 A safe and healthy workplace shall be provided in accordance with KE's Purchaser safety management guidelines provided under the KE policies.

7.2 The Purchaser shall:

- (i) Identify and control workplace hazards
 - (ii) Provide safety training and PPE
 - (iii) Maintain records of incidents and emergency protocols
- 7.3 All Purchasers and their teams must comply with health and safety laws and they shall be provided with the necessary resources to meet these obligations.
- 7.4 The Purchaser shall ensure that Purchaser environment and safety staff meet FMO Guidelines including but not limited to:
- (i) Minimum staff-to-employee ratio based on risk;
 - (ii) Defined qualifications and training;
 - (iii) Measurable performance criteria and replacement conditions;
 - (iv) Salary payments and entitlements under national legislation (paid leave, emergency leave, sick leave, etc.);
 - (v) Working hours and recording accurately working hours;
 - (vi) Safe worker transport to/from work sites;
 - (vii) Worker accommodation (if required/provided);
 - (viii) Unfair treatment and discrimination;
 - (ix) Code of Conduct and gender-based violence and harassment prevention and management;
 - (x) Protecting vulnerable people amongst the workforce;
 - (xi) Forced and child labour;
 - (xii) Significant life safety risks;
 - (xiii) A reference to the worker grievance mechanism; and
 - (xiv) Monitoring and reporting.
- 7.5 The Purchaser shall be fully responsible for environmental and social compliance across its own operations and its sub-contractors and suppliers.
- 7.6 The Purchaser shall:
- (i) Ensure compliance by all sub-contractors and suppliers
 - (ii) Conduct regular audits and verification
 - (iii) Submit compliance reports to KE upon request
- 7.7 The Purchaser shall be subject to penalties for non-compliance with KE's HSE and E&S requirements.
- 7.8 The Purchaser shall be subject to a penalty system for non-compliance with KE's HSE and E&S requirements. In case of non-compliance, KE may impose penalties, contract suspensions, or terminations, based on the severity of violation
- 7.9 KE will monitor the Purchaser's adherence to the Agreement, including but not limited to Environment and Safety, HSE, and labor standards.
- 7.10 KE shall conduct regular HSE inspections and audits to assess the HSE performance of Purchaser Personnel. The Purchaser shall also perform regular HSE inspections and submit

reports to KE and relevant KE department of HSE. HSE Inspections and audits can be performed in teams, including representatives from KE and the Purchaser.

- 7.11 Any unsafe act or condition identified during inspection and audit shall be communicated to the Purchaser for corrective actions.
- 7.12 In case of any non-compliance with this Agreement, KE has the right to instruct the Purchaser for appropriate changes or impose penalties. The Purchaser may be asked to pay liquidated damages.
- 7.13 KE can stop work or take appropriate actions if HSE audits reveal that job conditions are not complying with KE HSE expectations. Purchaser shall ensure that all sub-Purchasers meet KE HSE expectations. KE HSE expectations shall include, but are not limited to:
- (i) Availability of qualified HSE personnel;
 - (ii) Availability of trained HSE staff;
 - (iii) Compliance of applicable KE HSE policies and procedures;
 - (iv) Compliance with all applicable laws and regulations;
 - (v) Conducting regular safety audits and inspections;
 - (vi) Reporting of all incidents;
 - (vii) Daily / weekly safety talks;
 - (viii) Availability of certified tools and equipment;
 - (ix) PPE compliance; and
 - (x) Maintaining and sharing of HSE statistics (Manhours, TRIR, training records, incident records etc.)
- 7.14 Any deviation in the HSE plan shall be duly communicated by the Purchaser in writing in advance and approval shall be taken from KE before such deviation is implemented. All Purchaser tools and equipment shall be inspected by KE before entering any work site. The Purchaser should establish an HSE inspection/audit schedule in consultation with KE prior to commencement of the contract.
- 7.15 HSE Inspection and audit schedule may be developed considering the risks involved in the work. Monthly HSE meetings shall be conducted with KE and Purchaser representative along with the HSE team from both sides. Meeting frequency may be stringent based on the contract requirements and risk associated with the contract.
- 7.16 The Purchaser shall maintain and provide HSE statistics in monthly meetings.

The Purchaser hereby represents that it complies and shall continue to comply with, adhere and strictly follow all the applicable labor laws, rules, regulations and requirements in respect of all matter relating to the Purchaser Personnel, including but not limited to health and safety, restrictions on working hours, leaves and holidays without pay, etc.

8. OBLIGATIONS OF PURCHASER

- 8.1 The Purchaser will be responsible for Works on the Scrap Materials from the Collection Site. All expenses incurred in connection with deploying labor for handling, lifting, removal, loading and transportation of respective Scrap Material shall be borne by the Purchaser.
- 8.2 The Purchaser will be responsible for collection, lifting, transportation and disposal of the Scrap Material from the Site pursuant to this Agreement.

- 8.3 For each lifting, the Purchaser will be bound to lift the Scrap Material from the particular bin or location specified or marked by the location in-charge (scrap yard representative) and as such, Purchaser shall be required to lift and clear that particular bin before moving to the next. In case the Purchaser is not able to completely clear the particular bin, they must provide a valid reason for the same that is accepted by KE representative.
- 8.4 The Purchaser shall ensure that all equipment and vehicles used for provision of Works under this Agreement is properly registered with the concerned authorities and all taxes with respect to the ownership, possession and use of the equipment and vehicles used for provision of Works under this Agreement are paid, and all taxes are kept paid and documents kept renewed valid during the term of this Agreement.
- 8.5 The Purchaser shall perform the Works described in this Agreement according to the highest professional standards. The Purchaser shall be obliged to comply with all the relevant laws and regulations pertaining to the conduct and disposal of the Scrap Material under this Agreement.

9. **TERMINATION**

- 9.1 Either Party (the “**Non-Defaulting Party**”) may terminate this Agreement if the other Party (the “**Defaulting Party**”):
- (i) becomes insolvent; or
 - (ii) the Defaulting Party commits a material breach of this Agreement and fails to cure the breach within thirty (30) days of receiving written notice from the Non-Defaulting Party. If the breach cannot reasonably be cured within thirty (30) days, the Defaulting Party must begin curing the breach within that period and diligently continue efforts to complete the cure as soon as reasonably possible.
- 9.2 KE at its sole discretion and at any time, terminate this Agreement without assigning any reason by giving a thirty (30) days prior, written termination notice to the other Party. The Purchaser will continue to perform uninterrupted Works during the termination notice period including collect, lifting, transportation and disposal of all Scrap Material for which the SRO has been issued by KE for which payment shall be made as per the terms of this Agreement. The Agreement shall automatically stand terminated after the completion of the termination notice period. KE shall not be liable to Purchaser for any loss or damages or loss of profits howsoever arising because of KE exercising the aforementioned option to terminate the Agreement, including but not limited to any consequential or indirect damages of whatsoever nature. KE shall not be liable for any charges and/or making any payments post expiry of termination notice period.
- 9.3 Following events constitute material breach of this Agreement:
- (i) failure by the Purchaser to make a payment required under Clause 5 read with Annexure 3 of this Agreement.
 - (ii) failure of Purchaser to lift Scrap Material as per the agreed terms within the stipulated time period.
- 9.4 All payments that have accrued under this Agreement by either Party prior to the date of such termination shall be adjusted and settled by the Parties in accordance with this Agreement. In the event of termination, either Party shall not be liable to the other Party for any loss or damages of any kind whatsoever (including but not limited to special, punitive, direct,

indirect, consequential or incidental) arising out of or in connection with the termination of this Agreement regardless of the form of action upon which a claim for such losses or damages may be based, whether in contract, tort or any other legal or equitable theory of law.

- 9.5 KE may terminate this Agreement immediately with written notification if due to any event, series of events and/or circumstances arising as a result of such events that are beyond the reasonable control of KE which adversely affect it and render it unable to continue with the arrangement under this Agreement.

9.6 Obligations Prior to Termination

Termination or expiration of this Agreement shall not relieve either Party of any obligation arising out of work performed prior to termination and the pending payments for Scrap Material and are not rejected or in progress.

- 9.7 Clauses 10 and 11 will survive the termination of this Agreement.

10 TAXES

- 10.1 The Purchaser shall be responsible for all Federal, Provincial and Local taxes on its income arising out of the Agreement. Further, all payments under the Agreement shall be subject to deduction of all applicable withholding taxes including under the Income Tax Ordinance, 2001, Sales Tax Act, 1990 and all Provincial laws. KE would provide copy of Certificate of deduction of Income Tax to the Purchaser being the evidence of withholding tax deducted and deposited into the Government treasury.

11 LOSS & INDEMNITY

- 11.1 In this Clause, a reference to KE shall include KE's Affiliates, and the provisions of this Clause shall be for the benefit of KE and each such Affiliates, and shall be enforceable by each such Affiliate, in addition to KE.
- 11.2 The Purchaser indemnifies, and will keep KE, its Affiliates, directors, employees indemnified, at all times from and against any and all loss (including any direct, indirect or consequential loss and loss of profit), loss of reputation and all interest, penalties, damage or liability (whether criminal or civil) suffered, legal fees (calculated on a full indemnity basis) and all other costs and expenses incurred by KE or any of its Affiliates (whether directly or indirectly) as a result of a breach by the Purchaser of any of the terms or conditions of this Agreement or the neglect or default of, or any act, matter or thing permitted or omitted by, the Purchaser and the Purchaser's Personnel which includes but is not limited to any sub-contractors, agents and/or its employees.
- 11.3 The Purchaser also agrees to indemnify KE against any claim made against KE by a Third Party arising out of or in connection with the provision of this Agreement to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Purchaser, its employees, agents or subcontractors including but not limited to any claim made against the KE by a Third Party for death, personal injury or damage to property, for actual or alleged infringement of a Third Party's intellectual property arising out of or in connection with this Agreement.
- 11.4 The Purchaser further agrees to indemnify and hold KE harmless from and against any and all liabilities, damages, penalties, judgments, suits, expenses and other costs of any kind or nature whatsoever imposed on, incurred by or asserted against the Purchaser by a Third Party in the course of carrying out its obligations pursuant to this Agreement and resulting from breach of any of the terms of this Agreement, default or negligence of the Purchaser, or its employees and other Purchaser Personnel.

- 11.5 If a payment due from the Purchaser under this Clause is subject to tax (whether by way of direct assessment or withholding at its source), the KE shall be entitled to receive from the Purchaser such amounts as shall ensure that the net receipt, after tax, to the KE in respect of the payment is the same as it would have been were the payment not subject to tax.

This indemnity clause shall survive the termination of this Agreement.

12 **CONFIDENTIALITY**

- 12.1 Purchaser hereby undertakes to ensure that:

- (i) any employee of it or any third party, including any Agent of a Party, receiving Confidential Information from KE shall use Confidential Information only for the purposes of performing the Agreement;
- (ii) any employee of the Purchaser or sub-contractors of it shall not disclose any Confidential Information to any third party without the prior consent in writing of KE;
- (iii) all reasonable precautions are taken to ensure that all Confidential Information is treated as confidential and not disclosed or used other than for the purposes set out in Clause 12 (**Error! Reference source not found.** above and use the same care and discretion to avoid disclosure, publication, or dissemination of Confidential Information received from KE as it uses with its own similar information that it does not wish to disclose, publish, or disseminate;
- (iv) without prejudice to the generality of the foregoing, neither the Purchaser, nor any Agents of it shall use the Confidential Information for the solicitation of business from any party, any of its employees or Agents, or any other third party;
- (v) notwithstanding any other provision hereunder, the Purchaser shall comply (and shall ensure that its employees, Agents and sub-contractors) comply with all reasonable instructions and/or guidelines produced and communicated by KE from time to time for the handling and storage of Confidential Information; and
- (vi) The Purchaser shall obtain from any sub-contractor of it or its employees engaged in connection with the provision of Works under this Agreement a signed confidentiality undertaking with the same level of confidentiality obligations as this clause.

13 **INTELLECTUAL PROPERTY**

- 13.1 In this Clause:

- a) KE's Background IPR means all Intellectual Property owned by or licensed to the KE, or developed by or on behalf of KE, in either case independently of this Agreement;
- b) Foreground IPR means all Intellectual Property which result from or otherwise come into existence as a result of the Works and services.

- 13.2 All Foreground Intellectual Property rights shall immediately vest in and shall be owned by KE.
- 13.3 The Purchaser hereby assigns KE (or its Affiliates) with full title guarantee any Foreground Intellectual Property rights, together with the right to sue for and recover damages or other relief in respect of any infringement of Foreground Intellectual Property rights.
- 13.4 All KE's Background Intellectual Property rights shall remain vested in and owned by KE or its licensors (as applicable).
- 13.5 The Purchaser may not use any trademarks, trade names, slogans or logos of KE or any of

its Affiliates except as specifically authorized by KE in writing.

14 NOVATION, ASSIGNMENT AND SUBCONTRACTING

- 14.1 The Purchaser shall not assign, novate and/or subcontract this Agreement, any part thereof, and/or the Works and services hereunder 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.
- 14.2 KE may assign, novate and/or subcontract, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations this Agreement, any part thereof to any Affiliate or any Third Party without consent of the Purchaser.
- 14.3 This Agreement shall accrue to the benefit of and be binding upon the Parties hereto and any successor entity into which either Party shall have been merged or consolidated or to which either Party shall have sold or transferred all or substantially all of its assets.

15 NOTICES

- 15.1 Any notice, request, statement, intimation, reference or other communication provided for in this Agreement shall be made in writing and shall be directed by registered mail, secured courier service, facsimile, as the case may be, to the Parties' authorized representatives on the address of the Parties as given below. If either Party wishes to make a change to the information below, such Party shall give a written notice to the other Party at least five (5) working days in advance.

K-Electric Limited:

Attention to: Mr. /Ms. -----

Address:

Tel:

M/S _____:

Attention to: Mr. /Ms. _____

Address: _____

Tel: _____

- 15.2 All notices shall only be effective on receipt or sent after registered post only.

16. GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation shall be governed by and construed in accordance with the laws of Pakistan. The Parties irrevocably agree to submit to the exclusive jurisdiction of the competent courts of Karachi, Pakistan.
- 16.2 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or its 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.
- 16.3 Notwithstanding anything contained hereof it is agreed that during the pendency of the arbitration proceedings (except for the disputed matter) all other rights and obligations of the Parties shall continue to subsist and shall not be effected due to the arbitration proceedings if so deserved by KE.

17 INSURANCE

- 17.1 During the currency of this Agreement the Purchaser shall maintain in force insurance policies with reputable insurance companies, against all risks including third party claims and group workman insurance for its employees providing services under this Agreement that would normally be insured against by a prudent Purchaser in connection with the risks associated with this Agreement and produce to the KE on demand full particulars of that insurance and the receipt for the then current premium.

18 NON-EXCLUSIVE AGREEMENT

This Agreement is non-exclusive in nature and the Parties hereby agree that this Agreement does not in any manner restrict KE from the appointment of any other Purchasers for similar Works and services/purposes. KE reserves the right of appointment of other Purchasers concerning the subject matter of this Agreement and may appoint several other Purchasers for the purpose of the Works and services stated herein.

19 SEVERANCE

If any provision of this Agreement is declared or held by any judicial or other competent authority to be void or otherwise unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. The Parties shall then attempt to negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision or a new provision to substitute/replace the invalid or unenforceable one.

20 PERFORMANCE SECURITY

- 20.1 Pursuant to Clause 8 of the terms and conditions of the Offer Document as contained in Annexure 1 of this Agreement, the Purchaser will submit a security deposit equivalent to 5% of the estimated one-month lot value or Rupee Five Hundred Thousand (PKR 500,000), whichever is higher. From the purposes of this Clause, security deposit shall be calculated as follows:

Estimated quantity per month x LME in PKR as of 6th May 2026 x
Bidder's quoted % of LME.

Accordingly, KE shall retain the security deposit to secure all the Purchaser's obligations, liabilities, indemnities, representations, warranties and responsibilities under the Agreement including the integrity and the timely and continuous performance of all Works and services to be provided by the Purchaser under the Agreement. The Performance Security shall be retained for the Term.

21 MODIFICATION OF AGREEMENT

- 21.1 No other addition or modification or variation of this Agreement shall be effective or binding on either of the Parties hereto unless mutually agreed in writing and executed by the respective duly authorized representatives of each of the Parties hereto.

22 ENTIRE AGREEMENT

- 22.1 This Agreement sets forth and shall constitute the entire agreement between the Parties with respect to the subject matter hereof, and all annexures shall form an integral part of

this Agreement. This Agreement shall supersede any and all prior agreements, understandings, promises and representations made by one Party to the other concerning the subject matter, whether oral or written, including the course of negotiations.

- 22.2 There are no representations, undertakings or contracts of any kind between the Parties hereto in respect of the subject matter hereof save and except those contained herein.

[End of document – execution page to follow]

IN WITNESS WHEREOF the Parties hereto have agreed to the terms mentioned hereinabove and set their respective hands hereto:

FOR AND ON BEHALF OF:
K-ELECTRIC LIMITED

FOR AND ON BEHALF OF:
INSERT PURCHASER NAME

Signatures: _____

Signatures: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

CNIC: _____

CNIC: _____

WITNESS

WITNESS

1. Signatures: _____

Signatures: _____

Name: _____

Name: _____

CNIC: _____

CNIC: _____

2. Signatures: _____

Signatures: _____

Name: _____

Name: _____

CNIC: _____

CNIC: _____

ANNEXURES

The Annexures form an integral part of this Agreement. The Agreement includes the following Annexures.

Annexure 1 –Offer Document

Annexure 2 – Scrap Material for Disposal details

Annexure 3 – Payment Terms and Price details

Annexure 4 – KE Policies

Annexure 4.1 – PSM 12: Contractor Safety Management

Annexure 4.2 – Code of Conduct