AUGUST 12, 2020



# CONSULTANT PREQUALIFICATION FOR KE NEW CONNECTION MULTISTORY AND HOUSING PROJECTS

A DOCUMENT OF TPRE

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Section A

# CONSULTANT PREQUALIFICATION CRITERIA FOR KE NEW CONNECTION SCHEMES OF MULTISTORY AND HOUSING PROJECTS

# 1 Foreword

K-Electric (KE) is a vertically integrated utility company responsible for Generation, Transmission and Distribution of electric power for its industrial, commercial and domestic users mainly within Karachi Metropolitan (the biggest city of Pakistan) covering about 6026 sq. km area, including some parts of Thatta (up to Gharo – Sindh) and Lasbella Districts (up-to Bela Baluchistan).

KE intends to prequalify consultants for designing of HT/11kV and 420V/LT infrastructure for multistory (Residential, Commercial & mix of Res+Com) and housing / area planning projects (hereinafter referred as "Pre-Qualified Consultants"), in conformance to KE policies.

These criteria are developed by Technical Process Re-Engineering Department (TPRE).

The afore-noted criteria is subject to revision as and when required.

# 2 Objective

At KE, New Connection applicants apply for provision of electric connection to their multistory projects (Residential, Commercial & mix of Res+Com) and housing societies. This incorporates infrastructure scheme designing for 11kV/HT and 420V/LT required for energizing the subject project and connecting it to the existing KE network, proposing construction of required substation(s), location for PMT installation (as per safe distance policy) routing of HT and LT cables, point of supply or installation of meters.

The builder(s)/owner(s) generally hire consultancy services for designing of internal electrical wiring distribution system at their respective project(s). Through pre-qualification, KE intends that its new connection applicant(s)/customer(s) shall hire consultancy services of KE Pre-Qualified Consultants for complete designing of 11kV /HT and 420V/LT required for energizing and connecting the subject multistory or housing project to existing KE system, conforming with all the applicable technical standards, specifications and policies issued by KE from time to time.

# **3** Scope of Work

KE's New Connection applicant(s) shall hire services of KE Pre-Qualified Consultant(s), prior to submission of new connection application at KE, for designing of 11kV/HT and 420V/LT infrastructure conforming to KE polices and specifications for following type of premises:

### 1. Multistory projects (Residential, Commercial & Residential + Commercial)

### 2. <u>Area planning / Housing Society</u>

The respective Pre-Qualified Consultant will also ensure supervision of design implementation through the execution phase till energization of the subject project. After payment of the provisional estimate, execution of scheme shall be carried out by KE's approved PQCs (Pre-Qualified Contractors) under the supervision of KE's Execution department.

# 4 **Pre-Qualification Requirements**

This document outlines the criteria for prequalification of consultant(s) to work with KE's New Connection (NC) customer(s) for designing of New Connection Schemes up to 11 KV Distribution Network (420V/LT  $\rightarrow$  11kV/HT) as per KE design specifications and SOPs/Guidelines in accordance with the scope mentioned above in clause 3.

### Following are the prequalification requirements for the consultants:

### 4.1. Eligibility Criteria

### **Registration with PEC**

The consultant / consultancy firm must have a valid Pakistan Engineering Council "PEC" registration in the corresponding category of electrical design & works.

### Karachi Based office

Consultant must have a fully functional office / branch office located in Karachi for ease in regular communication and/or meetings.

### Experience

Consultant(s) / consultancy firm(s) having over 10 years of experience of consultancy works, undertaken for applicants of KE or other national DISCOs (like LESCO, IESCO, etc), of similar nature shall be preferred. Experience of working with any power utility is an advantage.

### Expertise

The consultant(s)/consultancy firm(s) must be aware of KE's new connection policies, design/material requirements, SBCA/KDA/MDA/DHA/CBC/CBF bylaws and that of any other relevant local authority.

The consultant(s) / consultancy firm(s) must have minimum full-time office staff of **05 persons** at its office located in **Karachi**, including three Professional Electrical Engineers registered with PEC (or at least 01 PE and 02 RE Electrical). The registered engineers must have full time professional experience in electrical network designing for at least 05 years or have work experience of Planning & Development P&D departments at national DISCOs. One person shall preferably be looking after the HSEQ function.

### Software

Availability of required load flow study tools/softwares like Cymedist (KE preferred), Power Flow, ETAP, SIMARIS, etc.

### 4.2. Proposal Submission

The consultant(s)/constancy firm(s) applying shall submit the proposal consisting of the following documents along with the filled table given in Annexure-B and application form given in Annexure-C in New Connection department for onward evaluation / approval by the joint committee having representation from TPRE, NC, BF and Procurement departments. This submittal will be used to

aid in determining if the consultant/consultancy firm conforms to KE requirements.

S. No	Description / Requirements	(Mandatory / Point based)				
1	Company / Firm Cover letter & Power of Attorney	Mandatory				
2	Statement of total compliance to the KE design specifications & SOPs/Guidelines	Mandatory				
3	Statement of qualification (see clause 4.2.1)	Mandatory				
4	For financial status assessment, the applicants may be required to submit audited financial statements for the last five years or any other document which verifies their financial status. Applicants shall also have a valid/active Income Tax registration with FBR.	Mandatory				
5	Reference list of all housing society and multistory projects designed during last 10 years & completion / satisfactory performance certificates from respective customers.	Mandatory				
6	Any achievement / award by any recognized authority may be submitted	Point based				
7	Working Environment / HSE (see clause 4.3)	Point based				
8	Certificate issues by consultant/consultancy firm's lawyer, to the effect that the consultant / consultancy firm is not involved in any lawsuits or other proceedings at law or in equity, which, if determined adversely, could reasonably be expected to have a material effect on the ability of the consultant/consultancy firm to enter into agreement with the NC applicant(s) and perform its obligations under the said agreement.	Mandatory				

### **Table 1: Documents Required**

A pay order in favor of "K – Electric" amounting to Rs. 5,000/- (non-refundable) is required to be submitted along with all the documents as vetting / processing fee.

### 4.2.1 Documents Required

Each consultant / consultancy firm must include in its Statement of Qualifications following information:

In case if the entity is a	a) Certificate of Incorporation.
Company	<ul> <li>b) Form A and Form 29.</li> <li>c) Resolution of Board of Directors or Power of Attorney authorizing a person to sign and execute the application form or any other ancillary documents on behalf of the Company.</li> <li>d) List of Directors with complete addresses and copies of their computerized CNICs'.</li> </ul>
In case if the entity is a partnership	<ul> <li>a) Copy of the Partnership Deed.</li> <li>b) Copy of the CNICS of all the Partners.</li> <li>c) Latest utility bill of the registered office where the entity is located.</li> <li>d) Power of Attorney Power of Attorney authorizing a person to sign and execute the application form or any other ancillary documents on behalf of the Company.</li> </ul>

a) Names of consultancy firm owners, years in business, services offered.

- b) Résumés and professional background for key personnel of the consultant(s)/consultancy firm who will be assigned to work.
- c) A statement of the technical approach to be used as Software tools & etc.
- d) Electrical network projects designed by the consultant(s)/consultancy firm with details including load flow studies/analysis (Techno commercial). (Point Based)
- e) In hand housing society and multistory projects of consultant(s)/consultancy firm (Point Based)
- f) With reference to housing society and multistory projects, capacity to design / handle project with proof details including the following:
  - (i) currently active projects,
  - (ii) upcoming projects,
  - (iii) man-power availability (Point Based)
- g) Joint Venture / affiliation with any other firm / company. (If any)
- h) Submission of filled, signed and stamped following documents, provided by KE, along with other required documents (Mandatory)
- a. Supplier Code of Conduct (SCOC)
- b. Confidentiality Agreement (on stamp paper)
- c. Covenant of Integrity (on company's letter head)

# 4.3. Health, Safety and Environment

The consultant(s)/consultancy firm(s) applying shall have following safety, health and quality valid certifications:

	OHSAS 18001 Occupational Hea Safety certification; or equivale ISO 45001 certification					
1	Safety	HSEQ policy, HSEQ Management				
		Plan, Organization chart, HSE records (including Incident, Training				
		and previous performance)				
2	Environment	ISO 14001 Environmental				
2	Environment	Management System				
3	Quality	ISO 9001 Quality Management				
5	Quality	System				

# **Table 2: Certifications**

The consultant(s)/consultancy firm applying shall also submit Self-Evaluation Form (KE-SP-022-F01) available in Annexure – D for assessing the workplace HSEQ requirements.

# 5 Point System

- 5.1 A scoring system shall be adopted considering the important parameters. The consultant(s)/consultancy firm shall provide the mandatory documents / requirements as mentioned above. However, the point-based requirements shall be evaluated as per table given in Annexure-A. Joint Committee having participation from TPRE, NC, BF and Procurement departments shall evaluate the consultant's / firm's credentials and decide for its enlistment as KE approved consultant against the defined scope stated in clause 3 of Section B of this document.
- 5.2 Representative(s) of KE's HSEQ department shall audit the documents submitted by the consultant / consultancy firm for evaluating the performance against Working Environment / HSEQ requirements. KE's HSEQ department shall submit their evaluation to the joint committee mentioned in clause 5.1.
- 5.3 After fulfilling mandatory requirements, minimum 50 % points in each segment will be required to meet the criteria / consideration for approval.
- 5.4 The scores to be reviewed after every 03 years or at the committee discretion.

# 6 Applicable Code following Prequalification

New IDs will ONLY be created for Pre-Qualified Consultants that have successfully cleared KE's pre-qualification process and are approved by Head of New Connections, KE.

Approval after pre-qualification only means that the specific consultant(s)/consultancy firm is authorized to work with KE and its applicants for housing and multistory schemes. It DOES NOT guarantee any sort of technical approval(s) like vetting of schemes, allocation / approval of load and approval of estimate.

New Connection department shall be responsible for maintaining controlled lists of approved and rejected Pre-Qualified Consultants.

KE reserves the rights to visit the premises of Pre-Qualified Consultants at any time and can raise objections as applicable. If KE finds any non-conformance, observed with the established criteria and the TORs at any stage either in the technical scheme/design vetted/issued by KE or SCOC and procedures/SOPs prescribed by KE, the Pre-Qualified Consultants will first be issued a warning letter identifying the non-conformity(ies) with recommendation(s). The Pre-Qualified Consultants will be liable to take necessary actions and remove / rectify the identified non-conformity(ies) within a period of 15 days from the issuance of warning letter. Failing which the Pre-Qualified Consultants shall be blacklisted for future work with KE and its applicants without any future notice and liabilities on part of KE.

KE is not responsible for costs incurred by the Pre-Qualified Consultants in the preparation of their proposals and reserves the right to reject any and all proposals.

The Pre-Qualified Consultants will have the permission / right to discuss queries regarding their projects with the New Connection department of KE, under the scope specified in clause 3 of Section B of this document.

Those Pre-Qualified Consultants which do not comply with the eligibility criteria set in clause 3 of Section A of this document will not be entertained.

Awarding of contract to any KE Pre-Qualified Consultants is the discretion of NC applicant / customer. The Pre-Qualified Consultants hereby agree that, in the event any dispute arises (including non-contractual disputes or claims) between the NC Customer and the Pre-Qualified Consultants , arising out of or in connection with work for the NC Connection Customer by the Pre-Qualified Consultants , KE will be held 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 apropos the dispute.

Section **B** 

# Terms of Reference (TOR) for

Pre-Qualification of Electrical Consultant(s) for Designing of HT & LT infrastructure of Multistory and Housing Projects for K Electric's New Connection Customers / Applicant

# 1 Objective:

Please refer clause 2 of Section A of this document.

# 2 Scope of Work:

Please refer clause 3 of Section A of this document.

## 3 Deliverables:

Upon hiring of services of the Pre-Qualified Consultants, by builder(s)/owner(s) who intend to have KE's new connection for their multistory and housing projects, the design book (including complete drawings, BOM and load flow study prepared by Pre-Qualified Consultants ) will be submitted along with the new connection application.

The Pre-Qualified Consultants will ensure conformance to KE's applicable technical standards, specifications and policies while designing electrical infrastructure for any project.

Implementation of KE's SOPs and vetted / approved scheme design throughout the execution phase of the project till its energization will be the responsibility of the respective Pre-Qualified Consultant.

# 4 Schedule of Payments:

The payment schedule and rate will be at the bilateral discretion of the KE's NC applicant(s) (builder/owner) and the Pre-Qualified Consultant\_which they choose as per their choice, while, KE will not be a party to any bilateral negotiations. Furthermore, KE shall not be a party in any way whatsoever, with respect to any claims, rights, liabilities or damages arising from the bilateral negotiations/agreements between the KE's NC applicant(s) (builder/owner) and the Pre-Qualified Consultant.

# 5 Submission of Proposals

- a. The Pre-Qualified Consultant must submit the original proposal prepared in indelible ink. It shall contain no interlineations or overwriting except errors made by Pre-Qualified Consultant himself. Any such correction must be initiated by the authorized signatory for the proposal.
- b. The proposal should contain, initials/ signatories of the authorized signatory(ies) of the Pre-Qualified Consultant(s)/Pre-Qualified Consultant's firm. The Pre-Qualified Consultant(s) must submit the following document with the said proposal
- c. The Pre-Qualified Consultant shall prepare two (02) photocopies and a set of two (02) USBs as softcopies of the proposal. Each Proposal shall be marked 'ORIGINAL "or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original proposal will be deemed as final proposal.

d. A pay order in favor of "K – Electric" amounting to Rs. 5,000/- (non-refundable) shall be submitted along with the proposal as vetting / processing fee.

# 6 Due Diligence and Information on the RFP

By submitting an EOI, the Pre-Qualified Consultant represents and warrants that it has studied and is thoroughly familiarized with the scope of work, requirements, conditions and specifications of this RFP, with applicable laws, such that the Pre-Qualified Consultant accepts responsibility for and is prepared to execute and shall completely fulfill all obligations under this RFP.

By submitting an Application for EOI, the Pre-Qualified Consultant also accepts that it will not claim against KE, its employees or affiliates under any law, statute, rules or regulations, or otherwise for any loss, damage, cost or expense, whether resulting from negligence or otherwise, which may arise from or be incurred on account of anything contained in the RFP or the RFP process, including the completeness, accuracy, adequacy and reliability of the RFP and any statement or information contained therein or any misinterpretation or misunderstanding thereof, or because of any information which is known or should have been known to the Pre-Qualified Consultant.

# 7 KE Right to accept/reject Bids

The initiation of pre-qualification process does not mean that KE is bound to pre-qualify consultants and/ or to accept consequent EOI/RFPs. KE reserves the absolute right, in its complete discretion to accept or reject any or all applications for pre-qualification of consultants and/or the EOI EOI, and to annul or amend the Pre-Qualification process, at any time prior to Pre- Qualification, without assigning any reason whatsoever and without incurring any liabilities with respect to the same

# 8 Confidentiality

The Pre-Qualified Consultant(s) shall not at any time communicate to any person or entity any confidential information acquired during the pre-qualification process and in course of the services, nor shall the Pre-Qualified Consultant(s) make public the recommendation formulated during the prequalification process and in the course of, or as a result of, the services.

# 9 Publicity AND MARKETING

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

# 10 Lobbying

Consultant(s)/Consultancy firms(s) or individual members of a Consultancy firms, will not attempt to communicate directly or indirectly with any representative of the KE during the pre-qualification 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, or for any other project or assignment, in which event the Consultant(s)/Consultancy firms(s will not have any discussions regarding the pre-qualification.

KE reserves the right to disqualify any Consultant(s)/Consultancy firms(s) that, in KE's opinion, have engaged in lobbying in connection with this Pre-Qualification.

# 11 Miscellaneous

All commissions, fees, costs and expenses (if any) will be required to be borne by the Consultant/Consultancy firm.

The Consultant/Consultancy firm warrants the accuracy of the information provided. The Consultant/Consultancy firm further agrees that it will promptly notify KE of any changes in the information provided pursuant to the RFP, or of any changes to any other information provided as part of its proposal. Any failure by the Consultant/Consultancy firm to provide accurate and updated information may result in the disqualification of the Consultant/Consultancy firm from the pre-qualification process.

The Consultant/Consultancy firm indemnifies, 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 Consultant/Consultancy firm due to any action taken by a third party against KE and/or the Consultant/Consultancy firm (whether directly or indirectly) as a result of a breach by the Consultant/Consultancy firm of any of the terms or conditions of this RFP or the neglect or default of, or any act, matter or thing permitted or omitted by, the Consultant/Consultancy firm or their personnel arising from or in connection with the Project.

Consultant/Consultancy firm shall bear complete risk of any loss or damage incurred or suffered as a result of rejection of applications or annulment or postponement of the evaluation process.

# 12 **DISCLAIMER**

The information contained in this RFP has been prepared to assist each Consultant/c Consultancy firm in making its own evaluation of the project. In all cases, the Consultant/Consultancy firm 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 RFP or the information contained herein and none of KE or its directors, officers, officers, employees or advisors shall have any liability for the information contained in, or omitted from this RFP, nor for any of the written, oral, electronic or other communications transmitted to the Consultant/Consultancy firm in the course of the Consultant's investigation and evaluation of the Project and submission of its proposal pursuant to this RFP. Each Consultant 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 pre-qualification process. No representation or warranties are being made via this instant invitation 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 prequalification process. No contractual obligations whatsoever shall arise from the pre-qualification process between KE and the Pre-Qualified consultant.

# Annexure A

# Table 3: Point Based Data

S. No.	Description	Points	Explanation of Point Scoring
1	Experience	15	<ul> <li>12 points if the consultant / consultancy firm has 10+ years' experience of similar consultancy works (as Lead design consultant or JV) undertaken for applicants of KE or other national DISCOs (like LESCO, IESCO, PESCO, etc).</li> <li>11 points if the consultant / consultancy firm has 10 years' experience of similar consultancy works (as Lead design consultant or JV) undertaken for applicants of KE or other national DISCOs (like LESCO, IESCO, FESCO, PESCO, etc).</li> <li>10 points if the consultant / consultancy firm has 8 to 9 years' experience of similar consultant y works (as Lead design consultant or JV) undertaken for applicants of KE or other national DISCOs (like LESCO, IESCO, FESCO, PESCO, etc).</li> <li>10 points if the consultant / consultancy firm has 8 to 9 years' experience of similar consultancy works (as Lead design consultant or JV) undertaken for applicants of KE or other national DISCOs (like LESCO, IESCO, IESCO, FESCO, etc).</li> <li>08 points if the consultant / consultancy firm has 7 years' experience of similar consultancy works (as Lead design consultant or JV) undertaken for applicants of KE or other national DISCOs (like LESCO, IESCO, FESCO, PESCO, etc).</li> <li>06 points if the consultant / consultancy firm has 6 years' experience of similar consultancy works (as Lead design consultant or JV) undertaken for applicants of KE or other national DISCOs (like LESCO, IESCO, FESCO, PESCO, etc).</li> <li>06 points if the consultant / consultancy firm has 6 years' experience of similar consultancy works (as Lead design consultant or JV) undertaken for applicants of KE or other national DISCOs (like LESCO, IESCO, FESCO, PESCO, etc).</li> <li>01 point for working/associated with each national DISCO up to maximum 03 points.</li> </ul>
2	Expertise	10	<ul> <li>Full points if consultancy firm has designed electrification schemes of more than 06 multistory (with substation(s)) and 02 housing society projects in last 10 years.</li> <li>O9 points if consultancy firm has designed electrification schemes of atleast 06 multistory (with substation(s)) and 02 housing society projects in last 10 years.</li> <li>O8 points if consultancy firm has designed electrification schemes of atleast 05 multistory (with substation(s)) and 02 housing society projects in last 10 years.</li> </ul>



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			<ul> <li>07 points if consultancy firm has designed electrification schemes of atleast 05 multistory (with substation(s)) and 01 housing society projects in last 10 years.</li> <li>06 points if consultancy firm has designed electrification schemes of atleast 04 multistory (with substation(s)) and 01 housing society projects in last 10 years.</li> <li>Else, no points</li> <li>Full points if fulltime office staff is 5 or higher (including 03 PEC</li> </ul>			
3	Personal Capabilities / Quality of staff	5	<ul> <li>Professional/Registered Electrical Engineers, i.e. 03 PEs or at least 01PE and 02 REs with overall electrification design experience of 5 or more years).</li> <li>04 points if fulltime office staff is 04 (including 03 PEC Professional/Registered Electrical Engineers, i.e. 03 PEs or at least 01PE and 02 REs with overall electrification design experience of 5 or more years).</li> <li>03 points if fulltime office staff includes only 03 PEC Professional/Registered Electrical Engineers (i.e. 03 PEs or at least 01PE and 02 REs with overall electrification design experience of 5 or more years).</li> <li>03 points if fulltime office staff includes only 03 PEC Professional/Registered Electrical Engineers (i.e. 03 PEs or atleast 01PE and 02 REs with overall electrification design experience of 5 or more years).</li> <li>Else, no points.</li> </ul>			
4	Software	10	<ul> <li>Full points if Cymedist is available with the consultant and the consultant has used the software for load flow study on atleast 02 previous projects.</li> <li>O9 points if Cymedist is available with the consultant and the consultant has used the software for load flow study on atleast 01 previous project.</li> <li>O8 points if Cymedist is available with the consultant. However, the consultant has used another software (PowerFlow, ETAP, SIMARIS, etc) for load flow study on previous projects.</li> <li>O7 points if Cymedist is not available with the consultant. However, consultant has other load flow study tools/softwares like PowerFlow, ETAP, SIMARIS, etc. and have applied the same on previous projects.</li> <li>No points if load flow study tool/software is not available with the consultant.</li> </ul>			
5	Working Environment / HSE	5	<ul> <li>Full points if all the 03 requirements (Safety, Environment and Quality) are met.</li> <li>03 points if 02 of the requirements (Safety and Quality/Environment) are met.</li> </ul>			

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ĺ		1	• Else, no points.
	Connector of the Simo		Capacity of the firm for smooth and timely designing of HT/11 KV and LT/420 V schemes for KE customers shall be gauged on proportionate ratio of No. of In-hand Projects: No. of Upcoming Projects: Strength of Technical Design Staff/Engineers
6	Capacity of the Firm (In-hand Projects, Upcoming Projects & Manpower)	5	<ul> <li>Full points if the above proportion is in the ratio equivalent to or less than 1:1:1 or 2:0:1 or 0:2:1.</li> <li>04 points if the above proportion is in the ratio equivalent to 2:1:1 or 1:2:1.</li> <li>03 points if the above proportion is in the ratio equivalent to 2:2:1.</li> <li>02 points if the above proportion is in the ratio equivalent to 2:2:1.</li> <li>No points if 05 or more projects (in-hand/upcoming/both) are assigned to a single source.</li> </ul>
	TOTAL	50	

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# **Annexure B**

### **Consultant Pre-Qualification Application Form** K-ELECTRIC LIMITED

Consultant	t Name:				
Services O	ffered:				
Address:					
E-mail:					
Phone Nur	mber:		Fax:		
Registered	with PEC YES/N	ю			
Experience	e (Mention total experie	nce in years):			
Qualificati	on:				
Past Proje	cts:				
S.No.	Project Name	Engineer	ing Firm	Year of Project (	Completion
Past exper If yes, mer		-	1		
(i)	o design / handle projec currently active projec		-		
(ii)	upcoming projects man-power availability				
Certificatio					
Achieveme	ents (if any):				
	Information				
Project Re	ferenced:	Engin	eering Firm:		
Contact Pe	erson:	Address:			
Phone Nur	mber:	Fax:			
Signature: Date:		_			
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# Annexure C

#### Checklist for Pre-Qualification of Consultants New Connection Department K-ELECTRIC LIMITED

#### List of Documents to be submitted for Pre-Qualification



- 1. Company / Firm Cover letter & Power of Attorney
- 2. Statement of total compliance to the KE design specifications & SOPs/Guidelines
- 3. Statement of qualification
  - a. Names of consultancy firm owners, years in business, services offered.
  - b. Résumés and professional background for key personnel of the engineering/consultancy firm who will be assigned to work.
  - c. A statement of the technical approach to be used as Software tools & etc.
  - d. Electrical network projects designed by the firm with details including
  - load flow studies/analysis (Techno commercial) e. In hand housing society and multistory projects of firm
  - f. With reference to housing society and multistory projects of mining for the project with proof details including (i) currently active projects, (ii) upcoming projects, (iii) man-power availability
  - g. Joint Venture / affiliation with any other firm / company (if any)
  - h. Submission of filled, signed and stamped following documents, provided by KE, along with other required documents (Mandatory)
    - i. Supplier Code of Conduct (SCOC)
    - ii. Confidentiality Agreement (on stamp paper)
    - iii. Covenant of Integrity (on company's letter head)
- 4. Audited financial statements for the last five years or any other document which verifies their financial status and a valid/active Income Tax registration certificate with FBR.
- 5. Reference list of all housing society and multistory projects designed during last 10 years & completion / satisfactory performance certificates from respective customers.
- 6. Any achievement / award by any recognized authority may be submitted
- 7. Working Environment / HSE Documents (see clause 4.3)
  - a. Safety
  - b. Environment
  - c. Quality
- 8. Certificate to the effect that the firm / company is not involved in litigation with any DISCO nor has ever been blacklisted by any DISCO.

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# Annexure D

MKE		Title		
KE-SP-022-F01	0		1 of 7	Corp HSEQ
Document No.	Version	Date of Version	Page	Issuing department
Contract Sponsor TO FIL		т		
Name of Contracting Or	ganization:			
Contract Sponsor:				
Contractor Scope of Wo	ork:			
(Provide a brief descripti		contractor is to undertak	e, including ar	ny specific HSEQ critical
(Provide a brief descripti		contractor is to undertak	e, including ar	ny specific HSEQ critical
Contractor Scope of Wo (Provide a brief descripti tasks).		contractor is to undertak	e, including ar	ny specific HSEQ critical
(Provide a brief descripti		contractor is to undertak	e, including ar	ny specific HSEQ critical

#### CONTRACTOR INSTRUCTIONS:

Review each of the items below and circle the option which best represents your Company's performance. Where appropriate attach examples to demonstrate that choice such as a policy document or a procedure. You can add qualifying comments in the box provided beneath each item.

#### 1. Health, Safety, Environmental and Quality (HSEQ) Policy Statement:

- A: No written policy exists
- B: A policy statement exists but it has no specific commitments and is not issued for all employees to see.
- C: A policy exists and is distributed but there is no definitive commitment to performance targets.
- D: Policy clearly establishes commitment to specific performance targets, is signed by a responsible company officer and is issued for all employees to see.

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#### 2. Health, Safety, Environmental & Quality (HSEQ) Management Manual:

- A: Doesn't exist
- B: A few basic HSEQ procedures exist but they are not controlled or collated in a manual.
- C: A manual exists with some procedures that may or may not be controlled but are not widely available.
- D: A comprehensive manual exists with controlled procedures that are available for employees to use.

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#### 3. Health, Safety, Environmental and Quality Rules:

- A. No written rules.
- B. Some HSEQ rules have been developed in memo/document form but have not been widely distributed.
- C. HSEQ rules developed and issued but no follow up for enforcement.
- D. Comprehensive HSEQ rules developed and issued to employees. Disciplinary action established for infraction of HSEQ rules.

COMMENTS:

#### 4. Organisational Roles and Responsibilities for HSEQ:

- A. No assignment to any specific person. No responsibility devolved to front line supervisors.
- B. Responsibility is assigned to a specific person (non HSEQ specialist). Front line supervisors not responsible for HSEQ.
- C. Professional(s) on staff or responsibility is part of another position. Responsibilities not well defined. Front line supervisors are responsible for HSEQ,
- D. Professional(s) on staff with well defined role and responsibilities. Front line supervisors exercise responsibilities for HSEQ.

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#### 5. Personnel Sourcing:

- A. Basic labour hire service, adhoc hire.
- B. Few core staff, with adhoc labour hire as required. Less than 50% of staff are permanent.
- C. Core staff with peaks covered by sub contractor hire.
- D. Majority core staff or long-term contractors. Low staff turnover.

#### COMMENTS:

#### 6. Recruitment and Personnel Records:

- A. None.
- B. Basic details only including name and addresses.
- C. Basic personnel details plus employment health testing in accordance with legal requirements of permanent staff; qualifications of all staff on record.
- D. For all staff there exists employment health checks, in accordance with legal requirements; record of training, reference checks, drivers licence, next of kin personal details, etc.

COMMENTS:

#### 7. New Employee Orientation Program

- A. No formal program.
- B. Verbal instructions on Company procedures only.
- C. Orientation booklet provided for new employee, but no on-the-job orientation by the Supervisor.
- D. Employee handbook provided and Supervisor outlines, explains and demonstrates new employee's job Follow up.

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#### 8. Health, Safety and Environmental Training Program:

- A. No HSEQ training established.
- B. On site basic training conducted occasionally.
- C. Training is given for specialised operations but no routine training conducted.
- D. Formal training programs have been developed and are conducted on a regular basis. Retraining periods are established. Records maintained.

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#### 9. Personal Protective Equipment:

- A. Not used unless prompted.
- B. Staff use some PPE some of the time.
- C. Staff use appropriate PPE most of the time.
- D. Correct PPE is always available and used.

COMMENTS:

#### 10. HSEQ Meeting Program:

- A. None, or on rare occasions.
- B. Periodic HSEQ meetings for special operations only.
- C. HSEQ meetings held on a routine basis but are mainly attended by supervisors with little employee involvement or insufficient records exist.
- D. HSEQ meetings performed on regularly scheduled basis by Supervisor or HSEQ rep and include employee representatives. Records kept & actions followed up.

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#### 11. HSEQ Inspection Program (relevant to Contractors premises only):

- A. No program to identify and evaluate workplace hazardous practices and/or conditions.
- B. Ad hoc, informal inspections take place from time to time. No records kept.
- C. Periodic inspections are conducted but mainly by management with insufficient recording and follow up.
- D. Periodic inspections are conducted by management and employees with records kept and hazards eliminated.

COMMENTS:

#### 12. Inspection of Equipment:

- A. None or informal.
- B. Basic inspection, electrical equipment in date and tagged. Hand tools in good condition.
- C. As for previous plus an inspection procedure is in place for hire equipment.
- D. Routine inspections done, records available and corrective actions closed out.

COMMENTS:

#### 13. Hazard Identification Systems:

- A. Not used.
- B. Basic hazard identification systems exist but not documented or formalised.
- C. Hazard identification systems such as job HSEQ analysis, task analysis, tool box meetings exist and are sometimes used and not well documented.
- D. Hazard identification systems such as job HSEQ analysis, task analysis exist in documented form and are regularly used. Tool box meetings are held on contract sites.

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#### 14. Accident/Incident Reporting Procedure:

- A. No procedure exists.
- B. Written procedure requiring basic reporting of personal injuries only.
- C. Written procedure requiring reports on all accidents/incidents but no database to track actions and insufficient root cause analysis.
- D. Procedure exists with database to track outstanding actions. Copies of reports sent to relevant companies (eg. KE). Supervisory investigation required to determine and correct root causes of all incidents and near misses.

COMMENTS:

#### 15. HSEQ Performance and Records:

- A. No records.
- B. A basic understanding of injury reporting is evident and some records kept.
- C. Some statistics are recorded and tracked but not made available to employees.
- D. Statistics such as Incident frequency rates and injuries are recorded and performance is graphed for employees to see.

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#### 16. International Certification

No

Yes

- A. Is your company certified against?
- B. ISO 14001 specifications?
- C. OHSAS 18001 specifications?
- D. SA 8000 specifications?

Date completed://
Name of Contractor's Representative:
Please return this form with all relevant information and evidence documents to the KE contact Office. That person will arrange with you a suitable date to have an evaluation meeting.

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# Annexure E

#### CONFIDENTIALITY AGREEMENT (on stamp paper)

This Confidentiality Agreement ("Agreement") is made at Karachi on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

#### By and between

**K-Electric LIMITED**, a public limited company duly incorporated and existing under the laws of Pakistan and having its registered office at KE House, 39B, Sunset Boulevard, Phase-II, DHA, Karachi, Pakistan, (hereafter referred to as "**KE or Disclosing Party**").

And

[-----], [registered address] (hereinafter "Company of Receiving Party")

(KE and Company are hereinafter individually referred to as a "Party" and collectively as the "Parties".)

#### WHEREAS:

- 1. **KE** is in process of obtaining -------(referred to herein as the "**Project**").
- 2. As part of these discussions, the Parties (either directly or through a representative) have and may in the future exchange Confidential Information pertaining to the Project.
- 3. COMPANY and KE wish to enter into this Agreement to safeguard the confidentiality of such Confidential Information.

NOW THEREFORE, in consideration of the mutual agreements contained herein, the Parties agree as follows:

1. In this Agreement, unless the context requires otherwise, the following terms shall have the meaning given below:

"Affiliate(s)" means in relation to a Party, any, corporation, partnership or other legal entity: (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 Party that also, directly or indirectly, controls such a Party. For the purpose of this definition, a Party is directly controlled by another Party which owns or controls shares or other interests carrying in the aggregate at least fifty percent (50%) of the right to appoint or dismiss a majority of the directors thereof.

"Confidential Information" means all information (in whatever form, including, but not limited to, oral, visual, written or electronic, or in any medium or by any method) relating to the Project, including but not limited to, all manuals, specifications, drawings, letters, telexes and any other material containing Confidential Information disclosed to the COMPANY by or on behalf of the KE in writing, in drawing or in any other form or acquired by the COMPANY from the KE regardless of whether such information was obtained prior to or after the Effective Date. Confidential Information shall also include all memoranda, reports, valuations, analyses and summaries of Confidential Information that the Receiving Party or any of its Affiliates derives from Confidential Information disclosed by the Disclosing Party.

2. Each Party agrees that the Confidential Information received by it shall be kept strictly confidential, shall only be used in relation to the Project and shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy or reproduction, or electronic transmission, without the prior written consent of the Disclosing Party.

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Receiving Party further agrees that, unless otherwise expressly permitted in this Agreement, it shall not disclose, and shall cause its representatives not to disclose (i) the existence or terms and conditions contained in this Agreement, (ii) the fact that Confidential Information has been made available to the Receiving Party or its representatives; (iii) the fact that discussions or negotiations are or were taking place concerning the Project, and (iv) the terms, conditions or other facts with respect to any such Project, if any, including the status thereof, to any third parties(other than such third parties who are permitted to receive Confidential Information hereunder) without the prior written consent of Disclosing Party.

- 3.1 The Receiving Party may disclose Confidential Information without the Disclosing Party's prior written consent only to the extent such information:
  - (i) is required to be disclosed under applicable laws, rules or regulations, including a governmental order or decree, a ruling or judgment of a court of competent jurisdiction, arbitrator or the rules of any recognized stock exchange ("Applicable Laws") (provided that the Receiving Party shall promptly give a written notice to the Disclosing Party prior to such disclosure, limit the disclosure to the extent legally allowable and seek to protect such information from further disclosure;
  - (ii) is disclosed to the employees, officers or directors of Receiving Party and to their employees, officers or directors on a 'need to know' basis; or
  - (iii) is disclosed to any professional consultant, legal counsel or agent retained by the Receiving Party where bona fide necessary for the proper performance of their duties in relation to the Project.
- 3.2 The following shall not constitute Confidential Information:
  - (i) was in the lawful possession of the Receiving Party at the time of its receipt and can be proven by the Receiving Party that it did not had an obligation to keep it confidential;
  - was in the public domain at the time of receipt or disclosure or subsequently becomes so through no fault of the Receiving Party or any person to whom Receiving Party disclosed Confidential Information;
  - (iii) is developed by or for the Receiving Party at any time independently of the Confidential Information disclosed to it, as evidenced by its written records; or
  - (iv) has been or hereafter is rightfully acquired from third parties who rightfully have possession of such information without an obligation to keep it confidential.
- 3.3 The Receiving Party shall not be liable for such inadvertent or unauthorized disclosure if it has used the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential Information of like importance.
- 4. The Receiving Party shall be responsible to Disclosing Party for the compliance of the persons listed in paragraph 3.1(i) and (iii) to whom the Receiving Party has disclosed Confidential Information as though such persons and entities were Receiving Party. Prior to any disclosure to persons listed in paragraph 3.1(ii) Receiving Party shall obtain a written undertaking of confidentiality from such persons in the same form as this Agreement. The Receiving Party shall not make any statements and/or issue any press releases concerning the Project without the prior written consent of the Disclosing Party.
- 5. Any Confidential Information disclosed by or on behalf of the Disclosing Party shall remain the property of the Disclosing Party, and the Disclosing Party may demand the return thereof at any time upon giving written notice to the Receiving Party. The Receiving Party shall not acquire any right, title, interest or license in Confidential Information it receives pursuant to this Agreement and no actions pursuant to this Agreement shall be construed as conferring on the Receiving Party any licence under any patent, copyright or future patent owned by the Disclosing Party, its Affiliates or any of their shareholders or any other intellectual property right. Within thirty (30) days of receipt of a request to return Confidential Information, a Receiving Party shall return all original Confidential

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- a request to return Confidential Information, a Receiving Party shall return all original Confidential Information it has received and destroy, or procure the destruction of, all other Confidential Information, including any information retained on computer backup system, copies and reproductions (both written and electronic), in its, its Affiliates and any persons' to whom it was disclosed.
- 6. This Agreement shall terminate on the earlier of the third (3<sup>rd</sup>) anniversary of the Effective Date or receipt of written notice of termination. In addition to the obligation to return and/or destroy set forth in paragraph 5, following termination, the obligations of confidentiality set forth herein shall continue until the third (3<sup>rd</sup>) anniversary of the termination date. The provisions of this Agreement shall however apply retrospectively to any Confidential Information which may have been disclosed in connection with discussions and negotiations regarding the Project prior to the Effective Date. Notwithstanding anything else contained herein either Party has the right to terminate this Agreement at any time by furnishing the other Party with a one (01) month prior written notice without giving any reason for termination.
- 7. The Disclosing Party hereby represents and warrants that it has the right and authority to disclose the Confidential Information to the Receiving Party. The Disclosing Party, by providing such Confidential Information or otherwise, neither makes nor gives any representation, warranty or undertaking, express or implied, concerning the quality, reliability, accuracy, completeness or reasonableness of the Confidential Information. The Receiving Party shall use any Confidential Information at its own risk and the Disclosing Party shall have no liability to the Receiving Party resulting from the Receiving Party's use of such Confidential Information. Nothing contained herein shall be construed as requiring the Disclosing Party to enter into any business dealings, to negotiate in good faith, or to hold or to continue discussions concerning the Project with the Receiving Party. Neither this Agreement nor any actions of the Parties shall constitute or be construed to constitute a partnership, joint venture or any other cooperative relationship between the Parties. The obligations and liabilities of the Parties to this Agreement are several, not joint, or joint and several.
- 8. The liability of the Parties to each other for breach of this Agreement shall be limited to actual direct and foreseeable damages. In no event shall the Parties be liable to each other for any other damages, including loss of profits or business interruptions, or indirect, incidental, consequential, special, exemplary or punitive damages, decline in market capitalisation, however caused, regardless of negligence or fault. Receiving Party acknowledges and agrees that Disclosing Party may be irreparably harmed by the breach of this Agreement and damages may not be an adequate remedy. Disclosing Party shall be entitled to seek an injunction or specific performance for any threatened or actual breach of this Agreement. In addition to the above, the Disclosing Party may in its sole discretion pursue any and all other remedies available to it for such violation, breach or threatened breach including recovery of compensatory damages.
- 9. This Agreement shall be governed by and construed in accordance with the laws of Islamic republic of Pakistan. All claims, demands, causes of action, disputes, controversies and other matters in question ("Dispute") arising out of, relating to, or in connection with this Agreement, including any question regarding its existence, breach, validity, or termination, which cannot be amicably resolved by the Parties, shall be settled before a two (02) arbitrators appointed mutually by both the Parties and one (01) umpire appointed mutually by the two (02) arbitrators. For purposes of clarity, the arbitrators and the umpire shall be retired confirmed judges of the High Court of Sindh at Karachi. Such arbitration shall be held in accordance with the provisions of the Arbitration Act, 1940. The venue of such arbitration shall be Karachi, Pakistan and the language of arbitration proceedings shall be English in effect as of the Effective Date. Judgment upon such award may be entered in any court having jurisdiction thereof. A dispute shall be deemed to have arisen when either Party notifies the other Party in writing to that effect. Receiving Party acknowledges that remedies at law may be inadequate to protect against breach of this Agreement; accordingly, the arbitrator may award both monetary and equitable relief, including injunctive relief and specific performance. The Disclosing Party may apply to any competent judicial authority for interim or conservatory relief; an application for such measures or an application for the enforcement of such measures ordered by

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the arbitrator shall not be deemed an infringement or waiver of the agreement to arbitrate and shall not affect the powers of the arbitrator.

- 10. This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof and neither Party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other Party except as set forth herein. This Agreement may not be modified or amended except in writing and signed by a duly authorized representative of each of the Parties. No failure or delay in exercising or any single or partial exercise, of any right, power or privilege under this Agreement shall operate as a waiver or preclude any further exercise of any right, power or privilege under this Agreement to otherwise. If any provision of this Agreement (or part thereof) is or becomes unlawful, invalid or void, the legality, validity, and enforceability of any other part of that provision or any other provision of this Agreement shall not be affected but shall continue in full force and effect. The unlawful, invalid or void provision shall be deleted from this Agreement but only to the extent of the invalidity so as to preserve this Agreement to the maximum extent possible.
- 11. All notices and other communications given under this Agreement shall be in writing in the English language and shall be deemed to have been properly given or made if: (a) personally handed to an authorized representative of the Party for which intended; (b) sent by postage prepaid, registered (return receipt requested) mail (airmail if international); (c) transmitted by facsimile with confirmation of receipt; or (d) transmitted by email (such notice by email shall be contained in an attachment and not in the body of the email); in each case at or to the address of the Party for which intended, as indicated below, or other address as may be designated by notice given in accordance with this paragraph:

To XYZ:	To: K-Electric Limited
Attention: [name]	Attention:
Telephone: [number]	Telephone:
Facsimile:[number]	Facsimile:
Email:[name@XYZ.com]	Email:

Notices and other communications given in accordance with this paragraph 11 shall be effective (a) on receipt by the addressee if personally delivered or transmitted by mail, and (b) on transmission to the addressee if transmitted by facsimile (with the correct recipient confirmation) or by email during normal business hours at the place of the addressee or, if so transmitted outside such hours, at the opening of business on the next business day at such place.

- 12. This Agreement may be executed in two (02) counterparts and each of which shall be deemed an original, with the same effect as if the signatures on the counterparts were upon a single engrossment of this Agreement provided that this Agreement shall not be effective until all the counterparts have been executed.
- IN WITNESS THEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives.

#### K-Electric Limited

By:	 By:	
Name:	 Name:	
Title:	 Title:	

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# Signed in the presence of the following witnesses:

By:	
Name:	
Title:	

By:	
Name:	
Title:	

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# Annexure F

# Form of Covenant of Integrity

### **1.1 INSTRUCTIONS**

The Bidder must promptly execute the Covenant of Integrity on its corporate letterhead. The executed Covenant of Integrity must be submitted to K-Electric.

### **1.2 TEMPLATE**

[On Bidder letterhead]

[Date]

Attention:

Head of Supply Chain K-Electric Limited 1st Floor Procurement Division Building J, Elander Road (Power House) Complex, Karachi - 74200, Pakistan www.ke.com.pk

#### Subject: Covenant of Integrity

Dear Recipient,

The Bidder hereby undertakes that the bid was not concluded under the influence of an agreement, decision or conduct which influences an open and fair competition negatively. In addition, the Bidder hereby warrants and covenants that neither it, nor its affiliates or representatives has made, offered, promised, requested, solicited or accepted or authorised regarding the bid, nor will make, offer, promise, request, solicit or accept or authorise regarding the matters that are the subject of the bid, any payment or any transfer of anything of value, including without limitation any gift, service or entertainment, or other advantage, or a so-called facilitation payment, whether directly or indirectly, to or for the use or benefit of:

- (i) any public official including without limitation any person holding a legislative, administrative, or judicial office, including any person employed by or acting for a public agency, or public international organization or providing a public service;
- (ii) any director, officer or employee of a government owned or controlled company or any company or enterprise in which government owns an interest;
- (iii) any political party or political party official or candidate for office;
- (iv) any director, officer or employee of any other party or any of their respective affiliates;
- (v) any close family member of any of the foregoing;

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- (vi) any other third party; or
- (vii) any agent or intermediary for the purposes of subsequent transfer (in whole or in part) to one or more of the foregoing,

in each case where the payment, gift, service, entertainment, or advantage:

- (A) would violate the laws of any jurisdiction applicable to the subject matter of, and its performance of its obligations under, the bid;
- (B) would violate the laws of the country of formation of it or its ultimate parent company, the country where it or its ultimate parent company's shares are listed, or the countries where it or its ultimate parent company carry on business; or
- (C) is for the purpose of:
  - (1) influencing the individual receiving such payment, gift, service, entertainment or advantage to act or refrain from acting in the exercise of his or her official duties;
  - (2) seeking with a view to obtaining from such individual any undue advantage; or
  - (3) inducing such individual to act or refrain from acting in the exercise of his or her official duties in order to obtain or retain business or other undue advantage in relation to the bid,

in each case, in violation of the principles set forth in articles 15, 16, 18 and 21 of the "United Nations Convention Against Corruption" signed by the Islamic Republic of Pakistan on 9 December 2003, and ratified by the Islamic Republic of Pakistan on 31 August 2007, and to the extent otherwise not in conflict with (A) or (B).

In the case of breach of any of the above warranties and/or covenants, without prejudice to any other right and remedy provided by law, equity or by contract, the Bidder shall indemnify and hold K-Electric harmless from and against all claims, damages, losses, expenses, fines or any third-party liability claims (excluding any consequential losses) arising out of or in connection with such breach.

For and on behalf of	
Bidder company name:	
Name of Bidder's authorized person:	
Title:	
Date:	
Signature:	

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# Annexure G

# **Attachment 2 Form of Acknowledgement Letter**

### **1.1 INSTRUCTIONS**

If bidder wishes / does not wish to participate in the bidding process for this project, then the bidder must submit the form of acknowledgement letter prior to bid submission (within 10 days from the date of receipt of RFP Package) via email at following email addresses:

waseem.furqan@ke.com.pk madiha.waseem@ke.com.pk

The bidder to submit the hard copy of this form of acknowledgement letter to K-Electric along with the bid.

### **1.2 TEMPLATE**

[On Bidder's corporate letterhead]

[Date]

Director, Procurement K - Electric Limited 1st Floor Procurement Division Building J Elander Road (Power House) Complex, Karachi, Pakistan.

Subject: Project Name - Acknowledgement Letter

Dear Mr.

In response to the Request for Proposal dated [\_\_\_\_\_], we hereby acknowledge receipt of the Instructions to Bidders, Attachments and Exhibits that constitute the Request for Proposal.

We would like to confirm:

That we intend to participate in the Request for Proposal process and will submit our proposal as per your schedule.

or

That we do not intend to participate in the Request for Proposal process.

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For and on behalf of	
Bidder company name:	
Name of Bidder's authorized person:	
Title:	
Date:	
Signature:	

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# Annexure H

#### KE's Supplier Code of Conduct

K-Electric (hereinafter referred to as KE) Supplier Code of Conduct ("SCOC") express the high standards of business integrity that we require from our suppliers worldwide and third party intermediaries. Consequently, we only do business with suppliers that strictly comply with applicable and controlling laws, rules and regulations, along with KE's standards of business conduct consistent with our core values of Customer Centric, Accountable, Respectful, Energized, Safe (CARES). Thus, this SCOC defines the minimum standards we expect our suppliers / service providers / vendors / contractors ("Suppliers") to adhere to.

It is KE's expectation that you and those representing you in any way or form in executing your contractual obligation towards KE shall comply with all applicable laws and standards set out herein below. Therefore, you must keep in mind that the term "Supplier" used in this SCOC refers to you as well as those representing you in executing your contractual obligations towards KE.

#### Definitions

"Applicable Laws" means all applicable anti-bribery and anti-corruption laws, enactments, regulations, regulatory policies, regulatory guidelines, regulatory licences, in each case which are in force from time to time, including but not limited to the U.S. Foreign Corrupt Practices Act; the United Kingdom's Bribery Act of 2010; the anti-corruption laws applicable to the Contractor and its Affiliated Persons or KE; and the commercial bribery, anti-money laundering, sanctions & export control laws and regulations of the United States, the United Kingdom, the EU and Pakistan.

"Affiliated Person" means the employees, directors, and officers (including the ultimate beneficial owners) of the Contractor and its subsidiaries, as well as any third Party agents, sub-Contractors, or representatives acting on behalf of the Contractor and/or its subsidiaries.

"Supplier" means the vendors, material suppliers and service providers (collectively known as 'Suppliers') and any affiliated person acting on the Supplier's behalf for KE.

"Government Entity" means a government or any department, agency, institution or instrumentality thereof, or any political subdivision of any of the foregoing (including any company or other entity fully or partially owned or controlled by a government), and/or a political Party or a public international organization.

"Government Official" means any officeholder, employee or other official (including any immediate family member thereof) of a Government Entity, including any person acting in an official capacity for a Government Entity or any candidate for political office.

"Supplier Code of Conduct" (SCOC) means KE code of conduct for the Suppliers which sets out the minimum compliance standards for all Suppliers.

#### Scope and Application

All Suppliers are expected to meet the requirements of this SCOC in their business relationship with respect to the supply goods and/or services to KE.

- (i) Take steps to ensure that all their employees and contract workers understand and adhere to the requirements of this SCOC, including (where appropriate in terms of the nature of goods or services provided) maintaining adequate policies, procedures, training and support.
- (ii) Promote adherence to the requirements of this SCOC within their own supply chain by making it available to their own new and existing sub-suppliers or contractors.

#### Representations, Warranties & Undertakings

The Supplier, for itself and on behalf of each of its Affiliated Persons, represents, warrants and covenants that the Supplier:

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- (i) has knowledge of the principles and requirements of the SCOC, including the provisions of Applicable Laws;
- (ii) when acting directly or indirectly on KE's behalf, will at all times strictly abide by the SCOC and with any specific anti-bribery and anti-corruption clauses included in any contract/agreements/purchase orders with KE;
- (iii) will refrain from engaging, whether directly or through an intermediary, in improper and/or illegal conduct, including corruption, extortion, money-laundering and embezzlement;
- (iv) has complied, is currently in compliance, and will on an ongoing basis comply with all Applicable Laws; and
- (v) shall promptly notify KE of any actual or potential violation by the Contractor or its Affiliated Persons of the SCOC or any Applicable Law; and
- (vi) shall promptly notify KE if the Contractor or its Affiliated Persons receive a request to perform or take any action which violates or may violate the Supplier's contractual obligations to KE.

Except as otherwise disclosed to KE, the Supplier, for itself and on behalf of each of its Affiliated Persons, represents and warrants that:

- (i) it is not acting for or on behalf of a Government Official; and
- (ii) no Government Official has any direct or indirect ownership of, or other interest in, the monies, proceeds, or other benefits that may arise in connection with the contracts/agreements/purchase orders.

#### Penalty on False Claims

Suppliers are encouraged to promptly notify KE of any actual or potential violation by KE employees. However, if Supplier's claim found to be false or dishonest or malicious or frivolous or vexatious, KE reserves the right to apply any or all of the following penalties to that supplier;

- (i) Stop all kind of in-process or future transactions with Supplier
- (ii) Stop payments in process
- (iii) No future business with that Supplier
- (iv) Give warning letter to Supplier and ask them to clarify their status and submit apology letter for such claim

#### Conflicts of Interest

Suppliers are required to avoid conflicts of interest in their business dealings with KE and to operate with full transparency with respect to any circumstances where a conflict does exist or may arise. As such, Suppliers must:

- (i) Avoid situations where their personal and/or commercial interests, or the interests of their officers or employees may appear to be in conflict with the interests of KE.
- (ii) Disclose to KE if any KE employee may have any interest or stake of any kind in their business and/or have any economic ties with them.
- (iii) Inform KE of any situation that is, or may be seen as, an actual or potential conflict of interest as soon as the conflict arises or is anticipated, and to disclose to KE how it is being managed.
- (iv) Inform or disclose to KE before signing any contract or agreement if any close relative is working for KE and in what capacity.

#### Bribery and Corruption

It is unacceptable for any supplier (or their employees and agents) to be involved or implicated in corrupt practices.

As such, suppliers must:

- (i) Never offer, promise or give any gift, payment or other benefit to any person (directly or indirectly), to induce or reward improper conduct or illegitimately influence any decision.
- (ii) Never solicit, accept or receive any gift, payment or other benefit from any person (directly or indirectly) as a reward or inducement for improper conduct.
- (iii) Never make facilitation payments directly or indirectly with regard to KE business, other than where it is strictly necessary to protect the health, safety or liberty of any employee and/or contract worker.
- (iv) Maintain effective controls to ensure that improper payments are not offered, made, solicited or received by third parties on their or KE's behalf.

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#### Publicity

KE prohibits the use or publication of its name, logos, images, Supplier relationships, products, parts, designs and all other non-public information in press releases, advertising material, tender offers, customer lists, websites, etc. including product displays at trade fairs or Suppliers premises, etc., without KE's prior written consent.

#### Confidentiality

All Suppliers are expected to protect all confidential information provided by KE even if a separate non-disclosure agreement has not been signed on a case to case basis. The Suppliers are expected to take all necessary precautions in order to avoid disclosure of any of KE's confidential and/or commercially sensitive information that a Supplier has acquired about KE to any third parties or authorities.

#### Respect for Basic Human Rights

KE expects its Suppliers to conduct operations in a way that respects the fundamental human rights of others, as affirmed by the Universal Declaration of Human Rights. This includes (but is not limited to) their own employees (workers and management employees) and employees working for their sub-contractors/suppliers. For their own employees, we expect Suppliers (at a minimum) to:

- (i) to promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, marital status or family status sex, age or such other grounds as may be recognized under the relevant laws of Pakistan.
- (ii) to respect the personal dignity, privacy and rights of each individual.
- (iii) to refuse to tolerate any unacceptable treatment of employees, such as cruelty, sexual harassment and discrimination.
- (iv) to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative.
- (v) to provide fair remuneration and to guarantee at least the applicable national statutory minimum wage to its employees.
- (vi) to comply with the working hours and/or payment of overtime as laid down in the applicable laws.
- (vii) provide a safe working environment, adopt procedures to identify and address workplace health and safety risks, implement safe working practices, and provide (where relevant) appropriate personal protective equipment to prevent occupational injuries or illnesses.
- viii) ensure strict compliance with regards to its employees on whom Labor Laws of Pakistan are applicable including but not limited to Social Security, EOBI, Group Medical Insurance etc.

#### Labor (Forced or Child)

Suppliers must not practice or allow work that is performed involuntary under the threat of penalty, including forced overtime, debt bondage, forced labor, slavery or servitude. There shall be no use of child labor, and specifically there will be compliance with relevant national, local and international i.e. International Labour Organization (ILO), ILO Convention No. 182 on the worst forms of child labor, 1999 and ILO Convention No. 138 on the minimum age for admission to employment and work standards.

For purposes of clarity, Supplier shall be deemed to be engaged in child labor if the Supplier employ, engage or otherwise use any child labor in circumstances such that the tasks performed by any such child labor could reasonably be foreseen to cause either physical or emotional impairment to the development of child.

#### Gifts, Meals, and Entertainment

Business Courtesies: Avoid giving gifts or favors that might influence, or even appear to influence, the independent judgment of KE employees or agents. Suppliers should never feel obligated to provide gifts or entertainment to any KE employee or representative or expect to receive them, even if they are of nominal value.

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Acceptable business courtesies typically include:

**Gifts:** Gifts should be infrequent and not substantial in value. Permissible gifts include such things as moderately priced clothing or memorabilia bearing the logo of the business partner (shirts, hats, pens, key chains etc.) or baskets of food. Cash or cash equivalents such as gift cards or shopping vouchers should never be given or accepted. Gifts to KE employees that violate our policies will be returned to the Supplier or handled in a manner that complies with our internal policies.

Entertainment and Meals: Supplier may offer reasonable business entertainment, such as attending a cultural or sporting event with a business counterpart, so long as the entertainment is reasonable and customary in scale and expense, and in furtherance of the business relationship. Travel and lodging (including the use of real estate such as vacation property) may not be offered to or accepted by KE employees or representatives.

Notwithstanding anything above, any business courtesies offered or given in connection with KE business by Suppliers to KE employees should not exceed USD 20/employee from the same Supplier within any calendar year.

#### Environmental Protection

- to act in accordance with the applicable statutory and international standards regarding environmental protection.
- (ii) to minimize environmental pollution and make continuous improvements in environmental protection.
- (iii) to set up or use a reasonable environmental management system.

#### Intellectual Property

All Suppliers must comply with all the applicable laws governing intellectual property rights assertions, including protection against disclosure, patents, copyrights, and trademarks.

#### Competition and Anti-Trust

Suppliers must not fix prices or rig bids with their competitors. They must not exchange current, recent, or future pricing information with competitors. Suppliers must refrain from participating in a cartel.

#### Application of SCOC

All Suppliers at the time of registration and existing Supplier's with KE are mandatorily required to sign this SCOC and undertake to follow and accept this SCOC in letter and spirit.

KE regularly reviews and updates its policies and reserves the right to amend this SCOC from time to time.

KE will conduct screening, due diligence, and oversight of its Suppliers. The Supplier shall cooperate fully and in good faith with any such review, including by providing KE or its designated agents the following:

- (i) information related to the ownership and business activities of the Supplier and/or its Affiliated Person, as needed, to permit KE to conduct an anti-corruption risk evaluation and/or due diligence prior to signing a new agreement and/or renewing an existing agreement with Supplier;
- (ii) information and documents, as required, to assist KE in fully investigating and assessing red flags identified during the risk evaluation and due diligence process;
- (iii) information related to risk-based oversight, monitoring, and auditing of ongoing activities by the Supplier and its Affiliated Person acting on behalf of KE.

The Parties agree that non-compliance with any of the representations, warranties, covenants and/or obligations set out in this Appendix which, in KE's reasonable opinion, may result in adverse consequences arising for KE, will be considered a material breach entitling KE to terminate any or all existing agreements / contracts / purchase orders.

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### Contacting KE

Any concerns and/or grievances that Suppliers may have against KE or any of its employees for any matters covered in this code of conduct may be communicated/reported along with the relevant details by following two (02) modes:

- (i) Email Address: scoc@ke.com.pk
- Drop box facility: Hard copies can also be dropped in person in designated box placed at First Floor -Procurement Department, Building J – Elander Complex:

Suppliers can choose any one (01) or all the above options. Any grievances received will be looked into by KE's designated committee and Suppliers will be contacted accordingly.

It is mandatory for all vendors who are raising any grievance or concern against the code of conduct via above mentioned communication channels to provide below details for further case process:

- (i) KE's Vendor Code (for registered vendors only)
- (ii) Company Name
- (iii) Vendor Name
- (iv) Email Address
- (v) Alternate Email Address
- (vi) Contact Number
- (vii) Alternate Contact Number
- (viii) NTN Number (for local vendors only)

Declaration of the Supplier

I/We hereby declare the following:

I/ We have read and understood KE's SCOC and hereby commit ourselves, that in addition to our commitments set out in the ongoing purchase order(s)/agreement(s)/contract(s) with KE we shall comply with its principles and requirements (including cyber/IT security related) being mandatory for doing business with KE. Further, any violation/non-compliance of this SCOC by us/me knowingly or unknowingly shall be deemed and treated as a breach under any existing and/or any prospective purchase order/agreement/contract and can result in termination of any/or all purchase order(s)/contract(s)/agreement(s) at my risk and cost and/or initiate an appropriate legal action as KE deems fit and appropriate.

Place, Date

Signature

Name (BLOCK CAPITALS), Function

Company Seal

This document must be signed by an authorized representative of the Suppliers and returned to KE within seven (07) working days of receipt.

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# 2-اليكثرك \_فرابم كتدكان كيلي ضابطة اخلاق/ --اليكثرك -- يلاتركا ضابطة اخلاق

ے- الیکٹرک فراہم کنندہ کا ضابط اخلاق (''ایس ی ادی'') کا روباری راست بازی کے اعلیٰ معیار کا اظہار کرتا ہے کہ جوہمیں ہمارے عالمگیر فراہم کنندگان ادر فریق تالث واسطوں سے درکا رہوتا ہے۔ نیتیتاً، ہم صرف ان ہی فراہم کنندگان سے کا روبار کرتے ہیں کہ جولا گواور نافذ قوانین، اصولوں اور ضابطوں پر تخنی سے تحل چرا ہونے کے ساتھ ساتھ کے-الیکٹرک کے کاروباری ضابطوں کے معیارات جو ہمارے سٹر سینٹرک کی بذیادی اقدار، جوابدہی، احرّام، حوصلہ افزانی اور نی قول کی تعلق کی تعلق کی تعلق کا ایک کی بیل کر ک سپل ترز کہ دومز پر دوائیڈرز اُن شریکٹر ذرا<sup>ر</sup> نظریکٹرز'') سے تو قول کہ کہ کہ دوان کی جودی کرتے ہیں۔ اندا سے سپل ترکوڈ آف کنڈ ک اُن کم سے کم معیارات کو داختی کرتا ہے جو ہم ہمارے سپل ترز کہ دومز پر دوائیڈرز اُن شریکٹر ذرا<sup>ر</sup> نظریکڑز'') سے تو قول کہ بھر دی ان کی چروئی کرتے ہیں۔

سے کے الیکٹرک کی توقع ہے کہ آپ اور وہ جو کی نہ کی طور پر یافٹل میں آپ کی تر جمانی کرتے ہیں تا کہ کے -الیکٹرک کی طرف آپ کے معاہدا تی فرائض کی تعمیل کریں، ذیل میں درج تمام لاگوتوا نین اور معیا رات کی بیروی کریں گے۔لہٰذا آپ ذہن نظین کرلیں کہ ای ضابطۂ اخلاق (ایس کا ادی ) میں استعال کی گئی'' سپلائرلینی فراہم کنٹدو'' کی اصطلاح ( ٹرم ) آپ کی جانب اشارہ کرتی ہے اور ساتھ بی ان کی جانب بھی اشارہ کرتی جو سے-الیکٹرک کی طرف آپ کے معاہداتی فرائن کی تھیل میں آپ کی نمائندگ کی میں کہ تک م

### ترينات:

لا کوتوا نین مینی " ایلیسیل لاز" سے مرادرشوت اور بدعنوانی کے خلاف تمام توانین، اقدامات، ضوابط، ریکولیٹری پالیسیز، ریکولیٹری کا ئیڈ لائنز، ریکولیٹری لاکسنسز یہ بیل جو برصورت میں وقتا فوقناً نافذ ہیں، بشول لیکن صرف یوایس فارن کر پٹ پریکشر ایک ، برطانیہ کے برائبری ایک آف 2010، کنٹریکٹراور اس سے مسلک افراد یا کے - الیکٹرک کی طرف لا کوایٹنی کر پٹن توانین اور تھارتی رشوت، ایٹنی ٹی لائڈرنگ، سیکشنز ایڈ ایکسپورٹ کنٹرول آفانین دخوابط جوامریک، برطانیہ، بررپی یونین اور پاکستان میں لاکو ہیں تک محدود ڈیش ہیں۔

\*\* مسلک افراد یی این میرز \* سے مراد کنٹر بیشر اور اس کے ذیلی ادارے، ساتھ بنی کوئی تھر ڈپارٹی ایجنٹس، سب کنٹر بیشرز، با کنٹر بیٹر کی طرف سے کام کرنے والے نمائندے اور/ یا اس کے ماتحت ادارے، افسران (بشمول حتی طور پرستندیدہونے والے مالکان)، ڈائر بیٹرز اور ملاز جین جیں۔

\*\* سال ترز \* کا مطلب ویترز بخلف اشیا ک سل انرز اور خدمات مهیا کرنے والے (اجتما گی طور پر بطور سل انرز کے نام سے جانے جاتے ہیں) اورکوئی وابست پخص جو کے- انیکٹرک کیلیے سیل انرز کی جانب سے کام انجام ویتا ہو۔

<sup>دو م</sup>ور شنت اینتنی میزی سرکاری اداره<sup>6</sup> سے مرادایک سرکاری یا کی شعبہ، اینجنی انسٹیٹوژن یا اس کی معادنت کا، یا اس کے سابقہ کا کوئی سیاسی ذیلی شعبہ (بشمول حکومت کی جانب سے حکمل یا جزوی حکیت یا سنٹرول میں موجود کوئی کینی یا دیگرادارہ )اور/یا کوئی سیاسی بیماعت یا ایک عوامی تنظیم ہے۔

<sup>دو م</sup>ور *منت آ چشل یا سرکار کی افس<sup>6</sup> سے مر*اد کی سرکار بی ادارے کا کوئی آفس ہولٹر ، طازم یا دیگر افسر (بشمول اس کا انتہائی قریجی رکن خاندان ) ،بشمول کوئی بھی ایسا فرد جو کس سرکار بی ادارے کیلئے آچش ک<del>و</del> سٹی سرکار بی حیثیت شرکا م کررہاہو، ہے۔

''سپلائزگوڈ**آ ف کنڈکٹ بینی فراہم کنٹرہ کا ضابلڈ اخلاق (ایس می ادی )**'' سے مرادسپلائز کیلیے کے-الیکٹرک کا ضابطۂ اخلاق ہے جو کہ قمام سپلائز زکیلیے کم سے کم قعیل کے معیار کوتر تیب دیتا ہے۔ دسمت ادراطلاق:

تمام سلائرز بے توقع کی جاتی ہے کہ دوابے کاروبار کی تعلق میں کے -الیکٹرک کوفراہم کر دواشیا/خدمات کے لحاظ ہے اس ضابطۂ اخلاق کی شرائط کی بختیل کریں گے۔

- (i) اس امرکویتینی بنانے کے اقدامات کریں کہ آپ کے تمام لماز مین ادر کنٹر یکٹ در کرزاس ضابطۂ اخلاق کی شرائط کواتیجی طرح سیجھتے ہیں ادراس کی بیروی کرتے ہیں، بشمول پالیسیز، طریقۂ کار، تربیت ادرتعادیٰ کا دکومناسب طور پر برقراریجی دکھتے ہیں۔
  - (ii) اس ضابطة اخلاق كى شرائط بر جرف ريخ كوان كاب سيلانى يعين مين ان كاب في اوموجوده سب سيلاترز ياكثر يكثر ذكودستياب بتاتح موت فروغ وي -

### فماحد كيال، وارتفيز اورا تذركيكم

سپلائر، اپنے مسلک افراد بیں سے ہرایک کی طرف سے اورخود اپنی طرف سے بھی نمائندگی کرتا ، مناشت دیتا اور دعدہ کرتا ہے کہ سپلائر:

- (i) اس ضابطة اخلاق كى شرائط ادراس كاصولول كاعلم ركمتاب بشمول لا كوقوا فين كى دفعات ك:
- (ii) جب کے-الیکٹرک کی طرف سے بالواسطہ یا بلاداسطہ کل کرے گا تو اس ضابطہ اخلاق کی ہر دفت بخن سے بیردی کرتا رہے گا ادر ساتھ دی کی بھی تخصوص اینٹی برائیر کی ادرا ینٹی کر پشن دفعات جو کے-الیکٹرک سے ساتھ کی کنٹر یک / ایگر مینٹس/ پر چیز آرڈ در میں شامل ہوں گی کی بیردی کرتا رہے گا:

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ہوتے سے اجتناب کرے گا؛	بيىتەخورى، دېين دىھلانى ( منى لانتۇرنىگ )ادرغىن بىس ملۆت	سطے ویلے ہے ہو، نامناسب ادر/ یاغیر قانونی برتا ؤ، بشمول بدعنوانی،	جاہے وہ براہ راست ہو پائسی دا:
		ی بی کرر با ہے اور لگا تارینیا د پر قمام لاگوڈا نین کی بیروی کرے گا: اور	
ون سے انحراف کے بارے میں	-	یکٹر کی جانب سے کسی تفقق یا ممکنہ انحراف سے آگا وکر سے گا یا اس	
			فورى طور پر آگاه كر ي گا ؛ اور
رتے بی جو کے-الیکٹرک سے	کاب کی درخواست حاصل کرتے ہیں یا اُس کی بجا آ ور کی کم	ہ کر بے گا اگر تشریک باس سے منسلک افراد کمی ایے عمل کے ارتکا	ے-اليکٹرك كوفورى طور پر آگا
			سپلائر کے معاہداتی فرائض سے أ
	یک کی طرف ہے نمائندگی کرتا اور منوانت دیتا ہے کہ:	ماہر کردیا کیا ہوسیا تراپنے لیے اور اس سے مسلک افراد میں سے ہرا؟	ہ کہ کے-الیکٹرک کی طرف سے ظ
	*		بيركارى افسركيليخ يااس كمطرفه
لى ملكيت ، يا كونى اورمغا فېيس ركھتا ۔	بدا ہونے والے سرمائے (رقوم)، آبدن سے، یا دیگرمفادات	اسطداس معاجد س/ ایگریمنٹ/خریداری سے احکامات سے تمکنہ طور پر پ	
			ي جريان:
زز کی طرف سے دعوے کو جھوٹا یا	رآگاد کر زیسلتے حصلہ افزائی کی جاتے گی تتا ہم اگر سلان	ی حقیقی یا مکنه خلاف درزی کے بارے میں کے-الیکٹرک کوفی الغو	
10.020/00		ن من یہ جنہ میں مردوں سے ہوتے ہوتے ہوتے ہوتے ہوتے ہوتے ہوتی ہوتی ہوتی ایک نیا تو کے-الیکٹرک اس سپلائر کودرج ذیل جرمانوں میں سے کوئی ایک	
		سیا وجے۔ ایک رک ول چو مردوری دیں بربا وں میں سے وہ ایک ل یا مستقتل میں کتے جانے والے لین دین کوروک دیا جاتے۔	* .
			چ رسے ما طلما م م سے جارا زیر عمل ادائیکیوں کوروک دیا جا۔
			رير ن داد ييون وروف دياجا. ان سيلائر ڪ ساتھ آئنده کوئي کا
,	ه کام داده ده کار کار کار		
-4	دونوے کیسے مراسمکہ معدرت ک کرائے کیسے مطالبہ کیا جا۔	ران کی صورتحال واضح کرنے کیلیے ان سے استغسار کیا جائے اورا یسے	سپار وسفیہ، د ن دن جانے اور
	in a secologica a della		
کام کریں کے جہاں تصادم موجود	ا کے اور سی بھی حالات کے چیلی تظرمنگ شفافیت کے ساتھ کھ	اتھا پنے کاروباری روابط میں مفاد کے تصادم پاکلراؤ سے گریز کریں	
£ 10 10 0 1			زرلارة: المراجعة المركزين م
		لے جہاں ان کے ذاتی ادر/ یا تحارثی مفادات، یاان کے افسران کے م محسب ایک پر ایک ڈید کی ا	
		،آگر کے-الیکٹرک کا کوئی ملازم مکنہ طور پران کے کارد بارادریاان کے اس	
د، اورکے-الیکٹرک کوا کا و کریں	بالصادم پیدا ہومکنہ مفادکا عمراؤ ہو یا اس کی چیں بیکی کی تک ہو	بشرک کوآگاہ کریں گے کہ جوہو، یا ممکنہ طور پر دیکھا جاتا ہو یا جوں بک	
			سے کہ اِت کیے منظم کیا جار ہا۔ سیر
رر پاہے بیدی ظاہر کریں گے۔	زدار کے-الیکٹرک کیلئے کا م کرر ہاہوا در کی حیثیت میں کا م <sup>ر</sup>	فلا نے تجل کے-الیکٹرک کوظاہر یا آگاہ کریں گے اگر کوئی قریبی رشتہ	کی معاہدے یا جھوتے پردیتھ
			:0
	بچاهیئے کہ:	کے لئے کر پٹن میں ملوث ہونا نا قابل <del>آ</del> جول ہے۔اس طرح سپلائز زکو	(ياس ك ملازين اورا يجتلو)
وعدہ بتہ کریں۔	بالواسطه.) کوبھی بھی تحفے ،ادا ٹیگی یاد گیرفوا ئد کی کوئی پیشکش ،	بائزطریقے سے کسی پراٹراندازہونے کیلیج کسچخص (برادماست یا	نامناسب روبیانعام دینے یا نام
		ام یا ترغیب، کمی بھی شخص (براہ راست یا بالواسط) کی جانب سے کھ	
		روبار کے سلسلے میں براہ راست یا بالواسط سہولیات کی ادائی تی ند کر	
			حفاظت كرنا يخى بے ضرورى بے
5 July martin	LAGEN CURRENT IN CAR	پېځانگېرېنه اکارقول کېس تتریزار ټېکارونه په داد کار ک	

(lv) اس بات کو چینی بتانے کے لئے موفر نظم وضبط کو برقر ارد کص کد تھر ڈیپارٹی کی جانب سے ان کی پاکے۔الیکٹرک کی جانب سے ناجا تزادا تیکیوں کے لئے پیشکش یا درخواست شد کی جائے۔

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# تشيريعنى پېلىنى:

ے-الیکٹرک اپنے نام، لوگو، تصاویر، سپلا ترریکیٹن شپ، پروڈکش، پارٹ، ڈیز اتن اور دیگر غیرعوامی معلومات، پریس ریلیز، ایڈ ورٹا تزنگ مواد، ٹینڈر پیشکشوں، سٹرلسٹس، ویب سائنس وغیرہ پشمول تجارتی میلوں یا سپلا ترز کی جگہوں، وغیرہ پر پروڈکٹ ڈسپلیز کے-الیکٹرک کی پیٹھی تحریری رضا مندمی کے بغیر استعمال کرنے یا شائع کرنے سے منع کرتی ہے۔

### رازداری:

تمام سپلائزز نے توقع ہے کہ وہ کے-الیکٹرک کی جانب نے فراہم کردہ تمام خفیہ معلومات کو تحفوظ رکھیں گے حتی کہ اگر کوئی علیحدہ مجھوتہ عدم افشا معاملہ بیما دیزاد پرد یتخط نہیں کیا گیا ہے۔سپلائززتے توقع ہے کہ وہ کے-الیکٹرک کی خفیہ اور/ یا تجارتی لحاظ ہے حتاس معلومات کہ جو سپلائز نے کے-الیکٹرک کے متعلق کسی فریق ثالث یا حکام سے حاصل کی ہوں میں سے بھی کی کوخا ہر کرنے ہے کریز کرے گا۔

# بنيادى انسانى حقوق كياية احرام:

ک-الیکٹرک اپنے سپلائزز سے توقع رکھتی ہے کہ وہ امورِ کاراس طور سے اداکریں گے کہ دوسروں کے بنیا دمی انسانی حقوق جیسا کہ انسانی حقوق کے عالمی اعلامیے میں توثیق کردہ ہیں کا احترام برقراررکھا جائے گا۔اس میں ان کے اپنے ملازمین (ورکرزاور پنجنٹ ملازمین )اوران کے سب-کنٹریکٹرز کیلئے کام کرنے والے ملازمین (لیکن صرف ای تک محدودتہیں ) شال ہیں۔اُن کے اپنے ملازمین کیلئے، ہم سپلائز سے ( کم ہے کم ) اتنی توقع رکھتے ہیں کہ:

- (i) وداپنے ملاز مین کیلیے بلالحاظِرنگ نسل بقومیت، ساہمی لپر معظر، معذوریوں جنسی جہت سیاسی یا ندہجی ، از ددابمی حیثیت یا خاندانی رہے، صنف ،عمریا ایسے دیگر لپر منظر جیسا کہ پاکستان کے متعلقہ قوانمین کے تحت تسلیم کیے جاسکتے ہیں۔ مساوی مواقع ادر برتاؤ کوفروغ دیں گے۔
  - (ii) شخصی احترام ،خلوت (پوشیدگی) اور ہر فرد کے حقوق کا احترام کریں گے۔
  - (iii) ملازمین کیلئے سی بنا قابل قبول روئے کو برداشت کرنے سے انکار کریں کے جیسے ظلم جنسی اذبت اورامتیاز۔
  - (iv) سلوک کی ممانعت کریں گے بشمول حرکات ، زبان اور جسمانی وطبعی رابطہ کہ جوجنسیاتی ، پرتشدد ، دصم کم آمیز ، بدسلوکی یا استحصال پر مینی ہو۔
    - (٧) منصفاند مشاہیرہ ( اُجرت ) فراہم کریں گے ادراپنے ملاز مین کو کم از کم لاگوتو می قانونی کم ہے کم اُجرت کی حفانت دیں گے۔
      - (vi) اوقات کارکی بیروی کریں گےادر/ یالا گوقوا نین میں تر تیب دیے گئے سے مطابق اوؤر ٹائم کی ادائیگی کریں گے۔
- (vii) کام کیلیے محفوظ ماحول فراہم کریں گے، دہ طریقۂ کاراختیار کریں گےجس سے کام کی جگہ پرصحت دتحفظ کی نشائدی ہوا دراس کا از الدہو، کام کے محفوظ طور طریقوں کو نافذ کریں گے ادرمناسب ذاتی حفاظت کا ساز دسامان ( جہاں متعلق ہو ) فراہم کریں گے تا کہ پیشہ درانہ چوٹوں یا بیاریوں کا ندارک ہو۔
- (viii) اپن الز شن سے سلسے شرحن پر پاکستان سے لیبرتوانین الاکونیں کی تختی سے پاسدار کاکویتین بنائی سے مشول کیکن صرف سوشل سکیورٹی، اک اوبی آئی، گروپ میڈیکل انشورنس، وغیرہ تک ہی محدود ہے۔

# مردوری (جری یا پچوں ہے):

سپلائز زلاز ماس کا ارتکاب نہیں کریں گے یاس کام کی اجازت نہیں ویں گے جوسزا کی دھمکی کتحت غیر رضا کا رانہ طور پرانجام دیے گئے ہوں بشمول جرمی او ذرنائم ، قرض کی پابندی، جرم مزدوری، غلامی یا خدمت۔ پچوں سے مزدوری کا استعال نہیں کیا جائے گا ادر متعلقہ تو میں مقامی اور ٹین الاقوامی یعنی انٹریشن ( آئی ایل او، آئی ایل او کنونشن نمبر 182 جو پتوں کی مشقت کی بدترین شکل پر ہے، 1999ءاد رآئی ایل او کنونشن نمبر 138 جو لما زمت میں واضح اور کیا رات کیلئے کم سے کم سر پر ہے، پر خاص طور پرعمل درائر کھیا جن کے ہوں بشمول جبری او ترین کی بینری ، جبری مزدوری ، غلامی یا 1999ء اور آئی ایل او کنونشن نمبر 138 جو لما زمت میں واضح اور کیا حاکہ اس کی میں جب پر خاص طور پڑھل درآ کہ کیا جائ

وضاحت کی فرض سے، سپلائر کو بیچوں سے مشقت ومزدوری بی شامل ہونا کے عمل میں تصوّر کیا جائے گا اگر سپلائر لما زمت دیتا ہے، شامل کرتا ہے یا بصورت دیگر کی بیچے کومشقت میں ان حالات میں استعال کرتا ہے جیسا کہ کی ایسے بیچے کی جانب سے کا مانجام دیا جار ہا ہوچیے معقول طور پر بیچے کی نشودنما یا اس کی طبعی یا جذباتی محذور کی کا سبب ہوجانا دیکھا جا سکتا ہو۔

# تحالف ،خوراك اورتغريج:

کاروباری آواب : تحا ئف یا احسان ۔ گریز کریں کہ جو کے - الیکٹرک لمازیٹن یا ایجنٹس کی آزادانہ رائے کومتا تر کر سکتے ہوں یا بظاہر اثر انداز ہوتے نظر آتے ہوں۔ سپلائز زکو کمی بھی تحا نف کی فراہمی کیلئے ذیح دار محسون نہیں کرنا چاہیے یا کمی کے- الیکٹرک لمازم یا تر جمان دنمائندہ کو بغرض تفریح خودکوذیحے دار محسون نہیں کرنا چاہیے یا اُضمیں حاصل کرنے کی توقع نہیں رکھنی چاہیے، اگر چراس کی قیمت بہت ہی معمولی ہوتا بل تجول کا روباری آواب میں عام طور پر شال بین:

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تھا تف بتھا تف شاز ونادر ہونے چاہیک اوراس کی قیت بہت ہی کم ہونی چاہے قابل اجازت تھا تف میں ایس اشا چیے معمولی قیت کے کپڑے یا کوئی یادگارجس پر بزنس پارٹنر کا لوگو چپاں ہو (قمیص) ٹو پیاں بقلم، کی چین وغیرہ) یا کھانے کی اشیا کی ٹوکری، نقد یا نفتر کے مساوی چیسے گفٹ کارڈزیا شا پیک واتر چرہ کی بھی نہیں وینے چاہیک یا تول کرنے چاہیک کے الیکٹرک کے ملاز مین کوتھا تف کہ جو ہماری پالیسیز سے اخراف کرتے ہوں کے پلائر کو داپس کرد ہے جا سم کی ان سے ہماری اندرونی پالیسیز سے مطابق ٹمنا جائے گا۔

تفریح اور کھانے: سپلائر معقول کار دباری تفریح چیش کرسکتا ہے، جیسے کار دباری حلیف کے ساتھ کی ثقافتی یا اسپورٹنگ ایونٹ میں شریک ہوجانا، جہاں تک یہ تفریح معقول ادر بالحاظ وزن ادر اخراجات معقول ادر روایتی ہوادر کار دباری تعلق میں بڑھادے کی مؤجب ہو، سفر ادرر ہائش (بشمول ریحل ایسٹیٹ کا استعال جیسے دیکییشن پرا پرٹی) چیش نہیں کیے جائےتے یا کے الیکٹرک ملاز ثین یا ان کے نمائندوں کی جانب س قبول نہیں کیے جائے۔

درج بالاکس شے کے باد جود سپلائرز کی جانب سے کے-الیکٹرک کے ملاز ثین کو کے-الیکٹرک کاردبار کے سلسلے میں پیش کردہ یا کی گڑی کوئی کاردباری کرم فرمانی یا کرم نوازی کسی ایک کلینڈر سال کے دوران اِی سپلائر کی جانب سے 20 امریکی ڈالر سے زیادہ مالیت کی نہیں ہونی چا ہے۔

# ماحولياتي تحقظ:

- ما حولیاتی تحقظ مے متعلق بین الاقوامی معیارات اورلا کوقانونی معیارات کے عین مطابق عمل کرنا ہوگا۔
  - (ii) ماحولیاتی آلودگی کوکم سے کم کرنا ہوگا اور ماحولیاتی تحفظ میں سلسل بہتری لانی ہوگی۔
    - (iii) ایک معقول ماحولیاتی مینجنت سستم ترتیب دینا یا استعال کرنا ہوگا۔

# فكرى الملاك:

تمام سیلائرز فکری املاک کے حقوق کا احاطہ کرنے والے تمام لاکوتوا نین کی لازماً یا سداری کریں گے، بشمول افشاء کے تحقظ ، پیشنٹ ، کا بی رائیٹس اورٹریڈ مارک ۔

### مسابقت اورعدم اعماد:

سپلائززان کے تریفوں کے ساتھ قیتوں کو طے یا بولیوں میں ہیرا پھری ہرگزنہیں کریں گے۔ دہ تریفوں کے ساتھ موجود، حالیہ یا آئندہ کی قیتوں کی معلومات کا تبادلہ ہرگزنہیں کریں گے۔ سپلائزز کی بھی تنظیم میں شمولیت ہے خودکولاز مادور کھیں گے۔

### شابطة اخلاق كااطلاق:

رجسٹریشن کے دقت تمام سپلائرزادر کے- الیکٹرک سے موجودہ سپلائر سے اس ضابطۂ اخلاق پرد پخطلان زمادرکار ہوگا ادراس ضابطۂ اخلاق پر لفظا ادر دوج کے ساتھ کمل پیرا ہونے کا حلف اُتھا نا ہوگا ادرا سے قبول کرنا ہوگا۔ بے- الیکٹرک با قاعدگی سے اس کی پالیسیز کا جائزہ لے گی ادراس کی تجدید کر ہے گی ادراس ضابطۃ اخلاق کی وقتا فوقتا ترمیم کاحق محفوظ کر کھتی ہے۔

ے-انیکٹرک اپنے کنٹر یکٹرز کی اسکریڈنگ، درکاراستعدادوسعی، ادرنگرانی سے-انیکٹرک سے بزنس پارٹر بینجنٹ سسٹم سے مطابق منعقد کرے گی۔ سپلا تراپسے جائز سے کیلیے تکمل تعادن کریں گےادر خیر سگالی سے ساتھ کے-الیکٹرک ادراس سے نامزداییجنٹس کودرج ذیل کی فراہمی کریں گے بشول:

- (i) ملکیت اور سپلائر کی کاروباری سرگرمیوں سے متعلق معلومات اور/یا اُس سے منسلک افراد سے متعلق حیسیا در کارہو، تا کہ کے-الیکٹرک کوایٹی کرپشن پرسک ایویلیوایشن کے انعقاد کی اجازت دی جائے اور/یانے سمجھوتے پرد سخط سے قبل درکاراستعداد وسیق کا انعقاد کیا جائے اور/یا سپلائر کے ساتھ موجودہ سمجھوتے کی تجدید کر کی جائے۔
- (ii) معلومات اورد ستاویز، چیے درکار بین، کی کمل تغییش میں کے -الیکٹرک کے ساتھ اعانت کی جائے اور رسک ایو بلیوایشن اور ڈیوڈ بیجنسی پروسیس کے دوران دریافت کردہ ریڈ فلیکس کی جائے پڑتال کی جائے۔
   (iii) رسک پر مینی سیا تراور کے -الیکٹرک کی طرف یے عمل کرنے والے اس سے مسلک افراد کی جانب سے جاری سرگرمیوں سے تعلق معلومات کی گلرانی، پڑتال اور آ ڈٹ۔

پارٹیز اتفاق کرتی ہیں کہ کسی بھی نمائندگی، ضانت، دعدےادر/یا فرائض دداجبات جواس ضمیصے میں ترتیب دیے گئے ہیں کی عدم فعیل جو کہ کے-الیکٹرک کے الیکٹرک کیلئے بڑے دتائج پیدا کر سکتے ہیں، کوشیتی اخراف تصوّر کیا جائے گا جو کے-الیکٹرک کوشتی تشہرائے گا کہ دہ کوئی ایک یا تمام موجود ہمحا ہدے/ایگر بینٹ/خریداری کے ادکامات کوشتم کردے۔

Dated	25 April-2020	Prepared by	Reviewed by	Reviewed by	Approved by
Version	01				
Doc. Type					



Title	CONSULTANT PREQUALIFICATION FOR KE NEW CONNECTION MULTISTORY AND HOUSING PROJECTS		
Specification No.	KDTP-S000-19-00-	SAP Document No.	

2-اليكثرك -رالط كرنا:

کوئی تشویش ادر ایا شکایت که جوفرا ہم کنندگان کو کے-الیکٹرک سے ہو کتی ہیں یا اس کے کسی طازم ہے ہوکتی ہے جو کہ اِس ضابط اخلاق میں شامل کسی بھی اُمور کیلئے ہواضحیں متعلقہ تفسیلات کے ساتھ درج ذیل دوطريقول ، بحيجا/ ريورث كياجاسكتاب: (الف)اي ميل ايدريس:scoc@ke.com.pk (ب) ذراب بکس کی سہولت: پکیل منزل، پر دکیور منٹ ڈیا رشنٹ، بلڈنگ- ہے-الینڈ رکم پلیکس پر مخصوص جگہوں پر نامز دبکس میں ذاتی طور پر بارڈ کا پیزیجی ڈالی جاسکتی ہیں۔ فراہم کنندگان (سیلائز) درج بالا آیشز میں سے کوئی ایک یا تمام کا انتخاب کر سکتے ہیں۔حاصل کردہ کی بھی شکایت پر کے-الیکٹرک کی نامزد کمیٹی کی جانب سے خور کیا جائے گاادرای کے مطابق سیلائزز سے رابطہ کیا جائے گا۔ لذکوره مواصلاتی چینلز کے ذریعے ضابط اخلاق کے خلاف کوئی شکایت یا تشویش اٹھانے والے تمام وینڈرز کیلئے لازمی ہے کہ دو کی سرید کارروائی کیلئے درج ذیل تفصیلات فراہم کریں: <u>\_\_-اليكثرككاوين</u> (ركوث (صرف رجستر ذوين (ركيك) (i) تحميتي كانام (ii) (iii) ويتذركانام (iv) ای کیل ایڈریس (v) متبادل ای میل ایڈریس (vi) رابطة تمبر (vii) متبادل رابطة تبر (viii) این ٹی این (صرف لوکل وینڈرز کیلئے) سلائركااقرارنامه: یں بذریعہ بندادرج ذیل اقرار/ اعلان کرتا ہوں: یں/ ہم نے کے-الیکٹرک کے ضابطۂ اخلاق کو پڑھاور بجھولیا ہے اور بذریعہ پذاخودے وعدہ کرتا ہوں/ کرتے ہیں کہ کے-الیکٹرک کے ساتھ جاری پرچیز آرڈر(ز)/سجھوتے/معاہدات میں صفحتین دیے گئے میرے/ ہمارے دعدد اسے علادہ میں/ہم اس کے اصولوں ادرشرائط جو کے –الیکٹرک کے ساتھ کارد بار کرنے کیلیے لازم بیں کی یا سداری کروں گا/ کریں گے۔مزید رید کہ، میری/ ہماری جانب سے جانے بوجیحتے پانتجانے میں اس ضابطۂ اخلاق ہے کسی انحراف/عدم یاسداری کسی موجودہ ادر/ یا کسی منتقبل کے پرچیز آرڈ ر<sup>اس</sup> مجھوتے/ معاہدے کے تحت انحراف کے طور پرتصوّرا درشار کی جائے گی ادر کسی بھی/ یا تمام پر چیز آرڈر(ز)/معاہدات/ تجھوتوں کے خاتمے پر منتج ہو تکتی ہے ادرا یا کے-الیکٹرک جیسے مناسب اور درست سمجھ مناسب قانونی قدم کے آغاز پر منتج ہو تکتی ہے۔ مقام،تاريخ وستخط کمپنی میر نام (بڑے اور دامشج طوریر): کام

اس دستاویز پرسپلائزز کے مجاز نمائند کی جانب سے دستخط کیا جانالازمی ہے اور اِسے دصولی کے سات (07) دنوں کے اندراندر کے -الیکٹرک کولاز مادا پس کرنا ہوگا۔

Dated	25 April-2020	Prepared by	Reviewed by	Reviewed by	Approved by
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