

SERVICE AGREEMENT

THIS SERVICES AGREEMENT (the “**Agreement**”) is made in Karachi on this _____.

BY & BETWEEN

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

AND

Continental Engg Services (Pvt) Ltd, a private limited Company incorporated and functioning under the laws of Pakistan, having its registered office at E-31, Sector 50-C Korangi, Karachi, bearing NTN No. 0676268-9 (hereinafter referred to as the “**Service Provider**” which expression shall where the context so admits include its successors-in-interest, legal heirs, representatives and assigns) of the **SECOND PART**;

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

RECITALS:

The Parties do hereby recite as follows:

WHEREAS:

- A. KE is desirous of engaging the Service Provider for the purpose of obtaining Gardening Services as envisaged in this Agreement and further elaborated in Annexure 1 of this Agreement.
- B. The Service Provider is a recognized a Gardening Service provision company;
- C. KE is interested in acquiring the Services from the Service Provider in reliance upon the representations and warranties made herein including inter alia, that the Service Provider is in position to provide quality Services as envisaged in this Agreement and has the necessary approvals, resources, expertise and willingness to provide the Services;
- C. The Parties, pursuant to the discussions and negotiations, having agreed on the terms and conditions in accordance with which the Service Provider shall on non-exclusive basis provide the Services, are desirous of reducing the same to writing.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. DEFINITIONS

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

Affiliate means in relation to a Party, any company, corporation, partnership or other legal entity (in this clause referred to as a "Company"): (i) that is, directly or indirectly, controlled by such Party; or (ii) that directly or indirectly controls such Party; or (c) that is, directly or indirectly, controlled by a Company that also, directly or indirectly, controls such a Party. For the purpose of this definition, a Company is directly controlled by another Company which owns or controls shares or other interests carrying in the aggregate at least fifty percent (50%) of the voting rights exercisable at a general or shareholders meeting of the first-mentioned Company or the right to appoint or dismiss a majority of the directors thereof.

Anti-Corruption Laws means, without limitation, the Prevention of Corruption Act, 1947 and any other similar legislation in any applicable jurisdiction of Pakistan.

Confidential Information means (i) information and materials not generally known by third parties and includes, but is not limited to, information and materials relating to any of the following matters or things of KE or any Affiliate of the KE or their respective employees, namely research and development activities, inventions, discoveries, findings, designs, ideas, products, services, sales, marketing plans, strategies, manufacturing processes and methods, costs, sources of supply, customer lists, profits, profit margins, pricing policies or methods, personnel information business relationships and the filing or pendency of unpublished applications for patents, utility models, and designs that any member of KE may receive or has received belonging to customers and/or other persons who do business with any member of KE. Confidential Information may also (i) constitute Intellectual Property, as defined below; and (ii) any information relating to an identified or identifiable natural person.

Effective Date means the date on which this Agreement is deemed effective.

Intellectual Property means all industrial and intellectual property in or arising out of this Agreement (including foreground and background intellectual property rights), whether protectable by statute, at common law or in equity, including all copyright, inventions and right to inventions, patents, designs, trademarks, service marks, business names and domain names, rights in get-up [and trade dress], goodwill and the right to sue for passing off and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist

or will subsist now or in the future in any part of the world but excluding non-assignable moral rights and similar non-assignable personal rights of an author.

KE Policies means all applicable policies of KE including but not limited to Environment, Health and Safety policy and the Supplier Code of Conduct, as revised by KE from time to time, current copies of the ones mentioned which the Service Provider hereby acknowledges.

KE Locations refers to the list of KE locations for the provision of Services, as identified in Annexure 1 of this Agreements

Payment Terms means the terms of payment as set out in Annexure 2.

Services mean the details as set out in Annexure 1.

Service Provider Personnel means the Service Provider representatives involved in the provision of Services to KE under this Agreement, who may include the staff, labour and other employees of the Service Provider and/or of its subcontractor; and any other personnel assisting the Service Provider in the execution of the Agreement and the Services hereunder.

Tax(es) include the General Sales Tax ("GST"), Withholding Tax and any other tax as applicable to the Services.

Term means the duration of this Agreement as stated in the Clause 3.

Territory means the territorial jurisdiction of the State of the Islamic Republic of Pakistan.

Terrorist Organization includes but not limited to any such religious/political organization duly banned by the Government of Pakistan, any foreign governments and/or the United Nations, etc which is involved in anti-state/killing activities.

Third Party means any person or entity not party to this Agreement which is involved in the provision of Services including subcontractors, agents, and consultants.

2. **INTERPRETATION**

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

- (i) Words in the singular include the plural and vice versa and words importing any gender include every gender;
- (ii) References to persons include individuals, firms, partnerships, companies, corporations, unincorporated associations, governments, authorities, judicial authorities, agencies and trusts (in each case, whether or not having separate legal personality);
- (iii) Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (iv) Reference to Clauses and Annexures are to Clauses and Annexures to this Agreement;
- (v) Capitalized expressions used in this Agreement shall have the meanings respectively assigned to them elsewhere in this Agreement;
- (vi) The table of contents and headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement;
- (vii) The recitals and Annexures form an integral part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the recitals and Annexures; and
- (viii) Unless otherwise qualified, reference to days, months or years shall be read to mean calendar days, months or years.

3. TERM

- 3.1 The term of this Agreement shall be for a period of _____ effective from _____ (Effective Date) and shall be deemed to be expired on _____, unless terminated earlier in accordance with this Agreement.
- 3.2 This Agreement may be renewed/extended in writing as per the mutual consent of the Parties on terms and conditions as may be agreed upon by the Parties at the time of such renewal/extension for a period of 2 years

4. SERVICES AND PAYMENT

- 4.1 The Service Provider shall provide Services as set out in Annexure 1 of this Agreement in accordance with the terms of this Agreement.
- 4.2 In consideration of the performance of the Services by the Service Provider, KE will pay a lump sum Service Fee amounting to the Service Provider in accordance with the Payment Terms set out in Annexure B of the Agreement. Notwithstanding, the Service Fee shall be payable within Sixty working days from the date of receiving the relevant undisputed / error free invoice from the Service Provider.
- 4.3 The stamp duty applicable on the Agreement as per the law shall be payable by the Service Provider in accordance with the Section 29 of the Stamp Act 1899 as amended by the Sindh Finance Act 2009 Section 2 (1) and any short payment in this regard shall be the complete liability of the Service Provider.

5. REPRESENTATIONS AND WARRANTIES OF THE SERVICE PROVIDER

- 5.1 The Service Provider represents and warrants that it:
- (a) is duly organized and validly existing under the laws of Pakistan.
 - (b) has all requisite legal power and authority to execute this Agreement and perform the Services under the laws of Pakistan.
 - (c) has necessary licenses and licensed Service Provider Personnel (where necessary) to carry out the services as prescribed in Annexure 1 of this Agreement under the laws of Pakistan and that it shall maintain during the pendency of this Agreement such necessary licenses and licensed Service Provider Personnel that are used for providing Services under this Agreement;
 - (d) shall perform the Services in accordance with Annexure 1 to the entire satisfaction of KE. This liability of the Service Provider shall be in addition to, and not in derogation of, other liabilities to which the Service Provider is liable in terms of this Agreement and the liabilities imposed by the Laws of Pakistan.
 - (e) Has duly signed and acknowledged the terms of the Supplier's Code of Conduct (SCOC) and shall fully abide by the terms of the SCOC which shall form an integral part of this Agreement. (copy attached herewith as an Annexure 4);
 - (f) shall ensure that the Services are provided by Service Provider's Personal who have the necessary skills and experience and who are mentally and physically capable to perform the Services and that the Services are provided under the supervision of the Service Provider;
 - (g) agrees that this Agreement constitutes the valid, legal and binding obligation of the Service Provider, enforceable in accordance with the terms hereof and in the light of the laws of the Territory;
 - (h) has no actions, suits or proceedings pending or, to the Service Provider's knowledge, threatened against or affecting the Service Provider before any court or authority that might materially adversely affect the ability of the Service Provider to meet and carry out its obligations under this Agreement;

- (i) shall provide Services in a timely and professional manner as reasonably directed by KE exercising proper care, skill and diligence;
 - (j) shall provide Services to the standard of expertise which the Service Provider has represented to KE that the Service Provider's Personnel possess;
 - (k) shall perform the Services under this Agreement in good faith and in accordance with applicable laws and KE policies subject to the highest international standards of skill, diligence and care in meeting its obligations under this Agreement.
 - (l) shall ensure that no employee, agent or contractor of the Service Provider does anything during the term of this Agreement which, if it was done by the Service Provider, would constitute a breach of this Agreement;
 - (m) shall ensure that the Service Provider and the Service Provider Personnel familiarize themselves with and comply with any procedures, policies or protocols communicated or advised by KE to the Service Provider including those relating to KE and KE Policies;
 - (n) the Service Provider and/or the Service Provider Personnel will not make any defamatory remarks to any person or spread and involve in any rumor mongering against KE.
 - (o) shall at all times maintain records of the Service Provider Personnel and shall ensure that the Service Provider's Personnel have no criminal records and/or are involved in any Terrorist organization and/or prior complaints lodged against them by any Third Party in terms of their standard of work and/or behavior relating to the Services provided under this Agreement.
- 5.2 The Service Provider must always ensure that when Service Provider's Personnel are on KE's premises they:
- (a) have a copy of KE's Policies applicable to the Service Provider and that they comply immediately and fully with such KE's policies;
 - (b) immediately leave KE's premises if they are directed to leave KE's premises;
 - (c) Always conduct themselves professionally to cause the minimum disruption to KE's business; and
 - (d) comply fully with all safety, health, environmental and other policies of KE notified to the Service Provider from time to time, and all relevant legislation.
- 5.3 The Service Provider hereby represents that it complies and shall continue to comply with, adhere and strictly follow all the applicable labor laws, rules, regulations and requirements in respect of all matter relating to the Service Provider Personnel, including but not limited to health and safety, restrictions on working hours, leaves and holidays without pay, etc.

7 TERMINATION

- 7.1 Without affecting any other right or remedy available to the KE, KE shall be entitled to terminate this Agreement by giving a sixty (60) days prior written notice to the Service Provider without assigning any reason thereto.
- 7.2 KE may terminate this Agreement immediately with written notification if any of the following occur:
- (a) the Service Provider becomes insolvent (as defined in section 389 of the Companies Act 2017, the Insolvency (Karachi Division) Act 1909, or the Provincial Insolvency Act 1920, as applicable or any other law applicable to the Service Provider and dealing with insolvency) or, in the reasonable opinion of KE, is otherwise unable to provide the Services in accordance with this Agreement;
 - (b) the Service Provider does not provide the Services within the stipulated deadline as mutually agreed between the Parties under this Agreement;

- (c) The Service Provider is in breach of any of the representations and warranties given in Clause 5 or if the Services are not provided to the level promised in Annexure 1;
 - (d) the Service Provider suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
 - (e) The Service Provider is guilty of any negligence and/or involved in misappropriation/ fraudulent including but not limited to breach of Anti-corruption laws activities in the discharge of its duties;
 - (f) The Service Provider and/or the Service Provider Personnel indulge in any union or association or pressure group activities related to and during the Term of this Agreement. In case of such activity the Agreement with the Service Provider shall be terminated immediately without any recourse whatsoever in this regard and KE may at its sole discretion blacklist the Service Provider and ban the Service Provider from providing any Services to KE in any capacity whatsoever.
- 7.3 Notwithstanding Clause 6.2 and 7.2, KE shall be entitled to be repaid in full for any Services so terminated or rejected; and any costs incurred by KE in rejecting or terminating the Services, KE shall have the unconditional right to be reimbursed the actual cost so incurred (including the cost of procuring the Services from any Third Party).
- 7.4 The Service Provider may terminate this Agreement by giving KE a ninety (90) day prior written notice if KE does not fulfil its obligation to make undisputed payment for Services under this Agreement. In the event that KE makes payment for the undisputed amount during the notice period the Service Provider shall withdraw the termination notice. During Service Provider shall continue to provide Services during the above termination notice period.
- 7.5 KE has no obligations under this Agreement after termination of this Agreement except where KE is required to make undisputed payments of the Service Fee for any properly rendered Services by the Service Provider after termination for Services provided before termination.
- 7.6 The Service Provider shall have the following obligations after the termination of the Agreement:
- (a) Refund/return any excess payments made by KE within one week from the date of termination.
 - (b) Obligations relating to any rights and remedies relating to breaches of this Agreement that occurred before termination are not affected by termination; and
 - (c) Provide to KE a written summary of all collection actions and all debt recovery actions in place at the time of termination of this Agreement.
 - (d) Return to KE all documents, data or files whether electronic or otherwise held by the Service Provider pursuant to or in connection with this Agreement which KE may have provide to the Service Provider or the Service Provider may have independently developed under this Agreement. The Service Provider shall not retain copies of said documents, data or files whether electronic or otherwise in its possession after the date of termination or expiry of this Agreement;
 - (e) Provide a final account of all recoveries/debts recovered.
 - (f) Any obligations set forth under this Agreement that continue to apply.
- 8.7 Clauses, 10, 11, and 12 will survive the termination of this Agreement.

8 TIME IS OF THE ESSENCE

- The Service Provider acknowledges that time is of the essence here for all times, dates and periods specified in this Agreement or if substituted amicably by the Parties in writing.

9 TAXES

- 9.1 The Service Provider shall be responsible for all Federal, Provincial and Local taxes on its income arising out of the Agreement. Further, all payments under the Agreement shall be subject to deduction of all applicable withholding taxes including under the Income Tax Ordinance, 2001, Sales Tax Act, 1990 and all Provincial laws. KE would provide copy of receipted portion of challan to the Service Provider being the evidence of withholding tax deducted and deposited into the Government treasury.
- 9.2 The Service Provider shall provide its NTN and SST Registration Number. The FBR has prescribed different rates of income tax withholding for filers and non-filers. The filer is defined as a taxpayer whose name appears in the Active Taxpayers List (ATL) issued by FBR from time to time. To enable KE to withhold income tax at lower rate as applicable for filers, the Service Provider shall ensure that its name appears in the latest ATL as available on FBR website, otherwise income tax will be withheld at higher rates as applicable for non-filers.
- 9.3 If any competent authorities formally approach KE for any short paid or defaulted tax required to be paid by the Service Provider in connection with providing Services under this Agreement, then such short paid amount or defaulted amount of tax shall be withheld by KE under intimation to the Service Provider to obtain NOC/Dues Clearance Certificate form the relevant authority(s) and in case of failure KE shall have the right to deduct such amount from the payments due to the Service Provider under this Agreement and pay directly to the relevant authorities.

10 INDEMNITY

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

10.6 This indemnity shall survive the termination of this Agreement.

11 CONFIDENTIALITY

Service Provider hereby undertakes to ensure that:

- a) any employee of it or any third party, including any Agent of a Party, receiving Confidential Information from either Party shall use Confidential Information only for the purposes of performing the Contract and Work Agreements;
- b) any employee of Service Provider or Sub-contractors of it shall not disclose any Confidential Information to any third party without the prior consent in writing of the Disclosing Party;
- c) all reasonable precautions are taken to ensure that all Confidential Information is treated as confidential and not disclosed or used other than for the purposes set out in Clause 10 **Error! Reference source not found.** above and use the same care and discretion to avoid disclosure, publication, or dissemination of Confidential Information received from the Disclosing Party as it uses with its own similar information that it does not wish to disclose, publish, or disseminate;
- d) without prejudice to the generality of the foregoing, neither receiving Party, nor any Agents of it shall use the Confidential Information for the solicitation of business from the Parties, any of its employees or Agents, or the Service Recipients or Agents or any other third party;
- e) notwithstanding any other provision hereunder, the Service Provider shall comply (and shall ensure that its employees, Agents & sub-contractors) comply with all reasonable instructions and/or guidelines produced and communicated by KE from time to time for the handling and storage of Confidential Information; and
- f) the Service Provider / Contractor shall obtain from any Sub-contractor of it or its Employees engaged in connection with the provision of Services under this Agreement a signed confidentiality undertaking.

12 INTELLECTUAL PROPERTY

12.1 In this Clause 12:

- 12.1.1 KE's **Background IPR** means all Intellectual Property Rights owned by or licensed to the KE, or developed by or on behalf of KE, in either case independently of this Agreement;
- 12.1.2 **Foreground IPR** means all Intellectual Property Rights which result from or otherwise come into existence as a result of the Services.

12.2 All Foreground IPR shall immediately vest in and shall be owned by KE.

12.3 The Service Provider hereby assigns to KE (or its Affiliates) with full title guarantee any Foreground IPR, together with the right to sue for and recover damages or other relief in respect of any infringement of Foreground IPR.

12.4 All KE's Background IPR shall remain vested in and owned by KE or its licensors (as applicable).

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

12.6 The Service Provider may to the extent of sending SMS to consumer for recovery efforts use KE trade name provided that the same is done by the Service Provider's authorized personnel through designated numbers.

12.7 Notwithstanding anything herein, except as expressly provided for in this Agreement, no rights are granted in and neither Party shall, without the prior written approval of such other Party, use the name of the other Party for any purpose other than as expressly set out in this Agreement solely to the extent required to fulfill the obligations under this Agreement. The Service Provider

shall defend, indemnify and hold KE harmless from liability based on any claims arising from and/or ancillary to from using of KE tradename of or any other basis for liability arising from the Service Provider's use of any KE tradenames or Intellectual property as expressly allowed under this Agreement and consistent with the terms hereof.

13 NOVATION, ASSIGNMENT AND SUBCONTRACTING

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

14 NOTICES

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

K-Electric Limited:

Attention to: Mr. Moiz Ishaq

Address: Block J Procurement Dept. Elander Road K-Electric, Karachi.

Service Provider:

Attention to:

Address:

Tel:

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

15 GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation shall be governed by and construed in accordance with the laws of Pakistan. The Parties irrevocably agree to submit to the exclusive jurisdiction of the competent courts of Karachi, Pakistan.
- 15.2 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or its interpretation. In case the Parties fail to resolve the dispute amicably within 30 days of a dispute being raised the matter shall be finally decided by reference to arbitration by a sole arbitrator appointed mutually by both the Parties. If the parties fail to appoint sole arbitrator amicably, the matter shall be referred to the High Court of Sindh at Karachi for appointment of arbitrator from the retired judges of the High Court within 60 days from such referral. Such arbitration shall be held in accordance with the provisions of the Arbitration Act, 1940 and the same shall be binding on the parties. The venue of such arbitration shall be Karachi, Pakistan and the language of arbitration proceedings shall be English.
- 15.3 Notwithstanding anything contained hereof it is agreed that during the pendency of the mediation proceedings (except for the disputed matter) all other rights and obligations of the Parties shall continue to subsist and shall not be effected due to the mediation proceedings if so deserved by KE.

16 INSURANCE

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

17 NON-EXCLUSIVE AGREEMENT

This Agreement is Non-Exclusive in nature and the Parties hereby agree that this Agreement does not in any manner restrict the KE from the appointment of any other vendors for similar Services/purposes. The KE reserves the right of appointment of other vendors concerning the subject matter of this Agreement and may appoint several other vendors as service providers for the purpose of the Services stated herein.

18 SEVERANCE

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

19 LANGUAGE

- 19.1 English is the language in which this Agreement is written and shall be the language to be used in all documents and correspondence related to the execution and performance of this Agreement.
- 19.2 In case of any discrepancy between the English version and any translation thereof, the English text shall govern.

20 STATUS OF BOTH PARTIES

- 20.1 The relationship between KE and the Service Provider is intended to be, and shall be, that of independent service provider. The Service Provider and/or the Service Provider Personnel shall not be or be deemed/regarded or portray to be employees, agents, representatives, partners of KE.
- 20.2 It is expressly agreed between the Parties that KE shall have no liability towards the Service Provider for any payment made to Service Provider Personnel if the Service Provider is required to make any payment whatsoever under any legislation, including but not limited to payments required to be made to 'Social Security Institution', 'Employees Old-Age Benefit Institution', payments in the nature of wages, bonuses, benefits, overtime, etc. required to be made to or in respect of the Service Provider's employees and other Service Provider Personnel. It is expressly agreed and clarified that any payments which stem from an employer employee relationship including inter alia, payments for 'Social Security Institution', 'Employees Old-Age Benefit Institution', "Education CESS", payments in the nature of wages, bonuses, benefits, overtime, treatment cost in case of onsite accidents and any type of worker's compensation etc. are the sole responsibility/liability of the Service Provider being the employer.
- 20.3 For avoidance of doubt, Service Provide shall further be contractually obligated for the following:
- Service Provider shall as a prerequisite condition submit the registration certificates with the relevant authorities especially EOBI and Social Security Institution at the time of execution of this Agreement, proof of which shall be provided to KE;

- Service Provider shall submit before KE the copy of paid challans on monthly/quarterly basis during the validity of this Agreement as a proof of payment to the relevant authorities.
 - In case any authority including but not limited to 'Social Security Institution' and/or 'Employees Old-Age Benefit Institution', etc. approaches KE for the defaulted payment or any outstanding obligations payable by Service Provider as mentioned under this clause, KE shall be entitled to withhold such defaulted amount from the Service Provider's Service Fee till such time the Service Provider provides a No Objection / Dues Clearance Certificate from the relevant authority/agency, failing which KE shall have the right to make such defaulted payment to the relevant authority/agency directly and deduct the same from any payments due under this Agreement;
 - Any payments under this Agreement and/or any new Purchase Order (PO) shall be subject to the submission of copies of paid challans to KE;
 - KE shall be entitled to verify the authenticity of the registration certificates from the relevant authorities;
 - KE shall be entitled to verify the authenticity of the paid challans from the concerned authorities;
 - KE shall be entitled to verify from the authorities regarding the Service Provider contributions / payments to the relevant authorities;
 - KE shall be entitled to reconfirm from the authority's number of employees registered with the authorities.
 - KE shall be entitled to conduct a due diligence activity on quarterly basis during the term of the agreement;
 - KE shall be entitled to conduct an Integrity Due Diligence (IDD) activity ensuring if Service Provider is not involved in child labor or unfair labor practices or charged for corruption etc.;
- 20.4 Either of the Parties or their employees or agents or representatives shall not act or attempt to act, or represent itself, directly or by implication, as agent, joint venture, partner or representative of the other Party, or in any manner assume or attempt to assume or create any obligation or liability of any kind, nature or sort, express or implied, on behalf of or in the name of the other Party.

21 WAIVER AND CUMULATIVE RIGHTS AND REMEDIES

- 21.1 A waiver of any right or remedy under this Agreement shall only be effective if it is in writing and any such waiver shall (unless the terms of the waiver expressly state otherwise) apply only to the Party to whom the waiver is addressed and the specific circumstances for which it is given.
- 21.2 The failure by a Party to exercise any right or remedy permitted or authorized under this Agreement, or by operation of law, or any delay by a Party in so doing, shall not operate as a waiver by the Party of such right or remedy, or other rights or remedies. No single or partial exercise of any right or remedy by a Party will prejudice or restrict the further exercise or enforcement by that Party of any such right or remedy.
- 21.3 Except where this Agreement provides otherwise the rights and remedies contained in this Agreement are in addition to, and not exclusive of, rights or remedies provided by law.

22 MODIFICATION OF AGREEMENT

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

23 ENTIRE AGREEMENT

- 23.1 This Agreement sets forth and shall constitute the entire agreement between KE and the Service Provider with respect to the subject matter hereof, and all annexures shall form an integral part of this Agreement. This Agreement shall supersede any and all prior agreements, understandings, promises and representations made by one Party to the other concerning the subject matter, whether oral or written, including the course of negotiations.

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

IN WITNESS WHEREOF, the Parties above named have executed this Agreement on the day, month and year first above written in the presence of the following witnesses.

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

K-Electric Limited

Signature

Signature

Name

Name

Designation

Designation

Signed in the presence of the following witnesses:

Signature

Signature

Name

Name

CNIC No.

CNIC No.

Annexure A

Scope of Work

The Service Provider will be responsible for the maintenance and to further enhance the beautification of overall horticulture area of plants. Responsibilities of the Service Provider shall include:

- Mowing, trimming, tree cutting and pruning
- Maintenance of green spaces
- Cleaning and weeding
- Watering system management (Plants/Trees) and Grass Etc.
- Application of chemical and organic herbicides, pesticides, and fertilizers
- Soil management activities
- Sowing, cultivation and propagation of plants, trees, and shrubs
- Designing and building gardens
- Cultivating fruit and vegetable plants

The horticultural area wise requirement is following:

Grassed Areas

- Grass will be no longer than 65 mm
- Grass will be no shorter than 40 mm
- Uniformly cut including perimeter edges/obstacles
- Clean, clipping-free, rubbish free, litter and debris-free finish
- Green healthy-looking sward, free from unsightly weeds, bare patches all year round
- Any dead or burnt grass will be removed and replenished
- Paths and surroundings free of clippings
- Edges to beds maintained to provide neat, tidy and aesthetically pleasing perimeter

Hedges

- The profile of the hedge will be narrower at the top compared with the base to encourage uniformity, compact growth and well-furnished to the base
- Unique design formation of hedges will be submitted for approval to be legislated all over
- Any dead or diseased plant material will be removed and gaps in the hedge replenished
- The hedge and base will also be free of litter debris, clippings and weeds

Plantation

- Uniform plant coverage of the bed area
- Healthy plants free from pest, disease, and herbicide damage
- Maximum flowering encouraged by deadheading
- Maintained to a high horticultural standard throughout the year – aesthetically pleasing, free from litter, debris, and weeds
- Good soil conditions and husbandry, which will be achieved by the addition of appropriate organic material and fertilizer
- Plants will be pruned to a horticultural standard, to enhance and promote healthy flowering and general plant vigor

Trees

- Service Provider will be responsible for inspecting and reporting on all trees on an annual basis
- Service Provider undertakes to maintain and remedial works such as removal of Epicormics Growth / Deadwood and low-level pruning
- Service Provider will act as the management agent in relation to any major arboricultural works to be undertaken. The work undertaken will be upon approval from an authorized (Point of contract) POC of K-Electric Limited
- All work undertaken within the sites will be carried out with the least inconvenience to the users. Piles of debris accumulated by user during these operations will be cleared as soon as practicable.
- During period of leaf fall, hazardous, problematic, and unsightly accumulations of leaves will be removed. All leaf fall will be removed from hard surface areas as soon as is practicable. All leaves will be removed from grassed areas before damage to the turf can occur.

Materials and Equipment

Service Provider shall be responsible for all materials, tools and equipment required for any gardening activities. Service provider shall ensure that quality and availability of material / equipment should be sufficient for the purposes of achieving services level as defined in these terms of reference.

- Seeds + Pots (approx. 20,000 plants per quarter)
- Green filed maintenance
- Fertilizers & Medicines
- Labors, staff and process managers
- Misc. Grass, Khaad, Matti & other plants
- Machinery & Fuel
- Transportation etc.

Materials to be supplied by the Service Providers include:

Sr.	Material	Unit
1	Fertilizer	Kg
2	Bhalo Sand	Dumper
3	Pesticides	Liters
4	Pots - Small	Ea
5	Pot - Large	Ea
6	Seasonal Plants	Ea
7	Non-Seasonal Plants	Ea
8	Seeds	Ea

Service Provider shall provide the following equipment:

Sr.	Equipment	Unit
1	Spraying Pumps	Ea
2	Flower Cutter	Ea
3	PPE kit for gardener	Ea
4	Shovels	Ea
5	Watering Buckets/Cans	Ea
6	Wheelbarrow	Ea
7	Garden Hose	Ft
8	Trowel	Ea
9	Axe	Ea
10	Rake	Ea
11	Sprinkler (Automatic)	Ea
12	Hand Trolley (Wheel Borrow)	Ea
13	Khurpa (Cultivator)	Ea
14	Garden shears (Scissor)	Ea
15	Hedge Shear (Scissor)	Ea
16	Looping Shear	Ea
17	Hang Back Spray Pump (Medicine)	Ea
18	Grass Cutting Machine (Petrol)	Ea
19	Grass Cutting Machine (Manual)	Ea
20	Hand saw	Ea
21	PVC/Nylon Pipe	Ft

ANNEXURE B

Rates, Location and Payment Terms

The Service Provider will be paid a lump sum Monthly Service Fee for the KE Locations assigned to them in accordance with the schedule below:

Description	
Gardening Services (Monthly Charges)	

Monitoring

Each month Service Provider and K-Electric POC will undertake a 10% random selection of K-Electric sites and monitor the quality of the services being delivered. This will be reported back to an authorized officer of K-Electric for evaluation. Upon inspection, a grading standard will be applied to the site. This will be based on visual appearance, grass height and overall cleanliness, as stipulated in below table:

Rating Scale	Score
Exceed Expectation	100
Met Expectation	75
Un-satisfactory (below average)	50
Not acceptable	25

Service KPIs	Rating Scale
Grass was cut as and when required, length was no longer then 65mm nor shorter than 40mm.	4
Grass was clean, clipping-free, rubbish free, litter and debris-free finish.	4
Edges to beds were maintained to provide neat, tidy, aesthetically pleasing perimeter along with green healthy-looking sward, free from undightly weeds.	4
Dead & burnt grass was removed from the covered area.	4
Hedges were maintained as narrower at the top compared with the base to encourage uniformity, compact growth, and well-furnished base.	4
Cleaning of the fallen leaves, hazardous, problematic, and unsightly accumulations of leaves.	4
Maintenance of trees, removal of epicormic growth, Deadwood, and low-level pruning.	4
Planting necessary plants covering the bed area.	4
Necessary materials like fertilizer, Soil & equipment’s were provided as and when required.	4
Plants were watered and maintained on regular basis.	4

Terms & Conditions

Payment terms will be 30 days’ credit after the submission of invoices and required documents duly verified by KE admin for the contract.

Following documents to be submitted to admin department on monthly basis:

- a) Commercial Invoice (with user signature)

b) Attendance Sheet (with user signature)

c) EOBI/SESSI challan to be submitted along with monthly invoices.
- KE may, at its sole discretion and at any time, terminate the respective contract without assigning any reason by giving thirty (30) days prior written notice to the service provider.

• Taxes, fees, and other impositions shall be as per applicable Laws.

• All stamp duties at the time of contract execution will be borne by service provider.