

# TENDER FORM

## Tender # ES/06/24-25

### Event Management, Catering & Decoration Services (Framework Basis)

Date of Issue : September 19, 2024

Last Date of Submission : October 11, 2024 (3:00 PM)

Date of Opening of Tender : October 11, 2024 (3:30 PM)

Company Name: \_\_\_\_\_

NTN: \_\_\_\_\_, SRB Registration Number: \_\_\_\_\_

GST Registration Number: \_\_\_\_\_

Pay Order / Demand Draft # \_\_\_\_\_, Dated: \_\_\_\_\_

Amount of Rs. \_\_\_\_\_, Drawn on Bank: \_\_\_\_\_

## **Notice Invitation Tender (NIT)**

# **Tender Notice**

The Institute of Business Administration, Karachi (IBA), invites sealed bids from tax-compliant Canteen/Catering/Decoration service providers, registered with the relevant tax authorities, for the following tenders.

<b>Tender Title (Ref. No.)</b>	<b>Procedure</b>	<b>Bid Security</b>
Event Management, Catering & Decoration Services (Framework Basis) (ES/06/24-25)	Single Stage One Envelope	5%
<b>Mandatory Prebid Briefing: October 4, 2024, at 4:00 PM</b>		
<b>Tender Fee and Dates</b>		
▶ <i>Tender Fee:</i> Rs. 5,000/-		
▶ <i>Issuance start date:</i> September 19, 2024, from 9 AM		
▶ <i>Issuance end date &amp; time:</i> October 11, 2024, till 3 PM		
▶ <i>Submission date &amp; time:</i> September 19, 2024, till October 11, 2024, from 9 AM to 3 PM		
▶ <i>Opening date &amp; time:</i> October 11, 2024, at 3:30 PM		

Tender documents may be collected upon submission of the paid fee challan from the Office of the **Head of Procurement, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi**, on any working day (Monday to Friday). Alternatively, the tender documents can be downloaded from the IBA website. The tender fee challan can be generated from the IBA website at <https://tenders.iba.edu.pk> and deposited at any branch of Meezan Bank Ltd.

Sealed bids should be dropped in the Tender Box located at the Security Office, Gate #4 of IBA Main Campus. Bids will be opened on the same date and venue in the presence of the bidders' representatives who may wish to attend. In case of a holiday, the tender will be opened/received on the next working day at the same place and time.

Please ensure that bid security, in the form of a Pay Order or Demand Draft, is submitted in favor of 'IBA Karachi' along with the tender.

**N.B.** IBA Karachi reserves the right to reject any bid or cancel the bidding process subject to the relevant provision of SPP Rules 2010.

### **REGISTRAR**

IBA, Main Campus, Karachi University Enclave, Karachi-75270

UAN: 111-422-422, Fax: (92-21) 99261508

Contact Person: Sr. Executive Procurement on 38104700, Ext: 2152

Email: [tenders@iba.edu.pk](mailto:tenders@iba.edu.pk), IBA Website: <https://tenders.iba.edu.pk>

SPPRA Website: <https://ppms.pprasindh.gov.pk/PPMS/public/portal/notice-inviting-tender>

# **CONTENT**

1. Introduction	Page 4
2. Instructions	Page 5
3. Bidding Data	Page 7
4. Terms and Conditions	Page 8
5. Integrity Pact	Page 9
6. Bidder Qualification Criteria	Page 10
7. Scope of Services	Page 11
8. Price Adjustment Mechanism	Page 13
9. Bill of Quantity	Page 16
10. Terms of Reference	Page 26
11. General Conditions of Contract	Page 29

## **1. Introduction**

Dear Tenderer:

Thank you for the interest you have shown in response to the IBA's advertisement which has floated in IBA & SSPRA websites and leading newspapers on September 19, 2024, to Event Management, Catering & Decoration Services (Framework Basis).

The Institute of Business Administration, Karachi (IBA) is the oldest business school outside North America. It was established in 1955 with initial technical support provided by the Wharton School of Finance, University of Pennsylvania. Later, the University of Southern California (USC) set up various facilities at the IBA & several prominent American professors were assigned to the IBA. The course contents, the curriculum, the pedagogical tools & the assessment & testing methods were developed under the guidance of reputed scholars from these two institutions. IBA has zealously guarded the high standards & academic traditions it had inherited from Wharton & USC while adapting and adjusting them with the passage of time.

We expect to avail services/works/items of high standards that meet our prime & basic specifications through this transaction.

Thank you.

-sd-

**Registrar**

## **2. Instructions**

### **a. Sign and Stamp**

The Institute of Business Administration, Karachi (IBA) expects that aspirant individual(s) /party(ies) company(ies) /firm(s) to operate Event Management, Catering & Decoration Services should furnish all the required documents to ensure a transparent and genuine presentation. Therefore, it is necessary to fill in the Tender Form meticulously and sign & stamp each and every page. Moreover, attach required supporting document according to the requirement.

### **b. Filling in the Tender Form**

It is of utmost importance to fill in the Tender Form in writing in ink or type. **Do not leave any column/item blank.** If you want to leave the item/column unanswered please, write 'Not Applicable'. If you need more space, please attach a paper & mention the item/column name or number etc. that referred to the column/item of the Tender Form.

### **c. Collection of Tender**

You can collect the Tender Document from the office of the Head of Procurement, Ground Floor, Fauji Foundation Building, IBA Main Campus, University Road, Karachi from September 19, 2024, to October 11, 2024, from 9:00 AM to 3:00 PM.

### **d. Submission of Documents and Address**

Please mention "Tender Number" at top left corner of the envelopes. Separate envelopes clearly labelled 'Original Document' and 'Bid Security' must be submitted on or before the last date to submit the tender documents. The last date of submitting the Tender Document in sealed envelope is October 11, 2024 by 3:00 PM in the Office of the Security Office, Gate # 4, IBA Main Campus, University Road, Karachi. The Tender will be opened on the same day at 3:30 PM in the presence of representatives who may care to attend.

### **e. Bid Security**

Bid Security of 5% amount will be submitted along with Tender Documents in shape of PAY ORDER / DEMAND DRAFT only in the name of Institute of Business Administration, Karachi.

### **f. Performance Security**

Successful bidder should provide 10% Performance Security (of bid amount per unit basis) total value of Purchase Order / Work Order in the form of Pay Order or bank guarantee before submission of invoice. The Performance Security shall extend at least three months beyond the Date of Completion of Contract.

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Stamp & Signature

**g. Tender Cancellation**

IBA may reject any bid subject to relevant provision of SPP Rules 2010 may cancel the bidding Process at any time prior to acceptance of bid or proposal as per Rule-25(i) of said rules.

**h. Communication**

Any request for clarification regarding technical specifications should be submitted in writing to Mr. Muhammad Ather Rana (Assistant Manager Administration) on email: [marana@iba.edu.pk](mailto:marana@iba.edu.pk) or 38104700 Ext: 2010.

**i. Submission of Documents and Address**

Separate envelopes clearly labelled 'Original Document' and 'Bid Security' must be submitted on or before the last date to submit the tender documents. Tender Documents can be dropped in a Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi till 3:00 PM on September 27, 2024. **Tender Documents received by fax or email will not be accepted.**

**j. Rights**

Competent authorities reserve the right to accept or reject any quotation/tender without any reason thereof. Also, the Authority reserves the right to change/alter/remove any item or article or reduce/enhance quantity without assigning any reason. IBA also reserves the right to issue a Purchase Order for any single item to different lowest responsive bidders or for all the items to any lowest responsive bidder.

**k. Point of Delivery**

Supply will be delivered at the IBA Store Main Campus University Enclave Karachi. IBA is not liable to pay any Custom duty, Levies, Taxes, Demurrage or any other charges, Warehousing, Logistics etc.

**l. Clarification / Proof**

Please submit copies of certificates of registration with the Sales Tax and Income Tax departments. The manufacturer/firms/companies/distributors/suppliers should also provide a copy(ies) of the certificate(s) etc. as proof of their claim.

**m. Conditional / Optional / Alternate Bids**

Such bids will not be accepted.

**n. Mandatory Pre-Bid**

Pre bid Meeting is mandatory to attend. The meeting will be held on October 4, 2024, at IBA Main Campus at 4 PM, to understand the exact nature of the services.

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Stamp & Signature

### 3. Bidding Data

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of Works:** Event Management, Catering & Decoration Services (Framework Basis).
- (c) **Procuring Agency's Address:** Main Campus, University Enclave, Karachi.
- (d) **Amount of Bid Security:** Bid Security of 5% of the total amount/cost will be submitted along with Tender Documents in the shape of PAY ORDER / DEMAND DRAFT only in the name of the Institute of Business Administration, Karachi.
- (e) **Period of Bid Validity (days):** Ninety (90) Days.
- (f) **Deadline for Submission of Bids along with time:** The last date for submitting the Tender Document in a sealed envelope is October 11, 2024, by 3:00 PM in the Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi. The Tender will be opened on the same day at 3:30 PM in the presence of representatives who may care to attend.
- (g) **The Venue, Time, and Date of Bid Opening:** The Tender will be opened on October 11, 2024, at 3:30 PM at IBA Main Campus, University Enclave, Karachi in the presence of representatives who may care to attend.
- (h) **Liquidity damages:** Failure to comply with the quality, quantity, specifications and serving standards may result in penalties from 2% to 10% on the final payment of the invoice or may issue warning or termination of the contract.
- (i) **Deposit Receipt No:** \_\_\_\_\_ **Dated:** \_\_\_\_\_
- (j) **Amount (in words and figures):** \_\_\_\_\_
- (k) **Pay Order / Demand Draft #:** \_\_\_\_\_, **Amount: Rs.** \_\_\_\_\_
- (l) **Drawn on Bank:** \_\_\_\_\_, **Dated:** \_\_\_\_\_

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Stamp & Signature

#### **4. Terms and Conditions**

##### **a. Arbitration and Governing Law**

This tender and any contract executed under this tender shall be governed by and construed in accordance with the laws of Pakistan. The IBA and all bidders responding to this tender and parties to any contract executed pursuant to this tender shall submit to the exclusive jurisdiction of the Pakistani courts. The arbitration proceeding will be governed by the Arbitration Act, of 1940, and the substantive and procedural law of Pakistan. The venue shall be Karachi.

##### **b. Acceptance of Tender**

The IBA reserves the right not to accept the lowest and to annul the bidding process without assigning any reason whatsoever.

c. **Currency:** All currency in the proposal shall be quoted in Pakistan Rupees (PKR).

d. **Sample:** A sample would be provided by the bidder upon request for evaluation.

e. **Bid Evaluation:** The bid will be considered the Most Advantageous Bid on most closely conforming to evaluation criteria and other conditions specified in the bidding document and having the least evaluated cost.

f. **Cancellation:** IBA reserves the right to cancel any or all of the above items if the material is not in accordance with its specifications or if the delivery is delayed.

g. **Invoice:** The invoice/bill should be submitted to the Procurement /Administration Department.

h. **Stamp Duty:** A stamp duty of 0.35% against the total value of the Purchase Order will be levied accordingly.

i. **Increase in Price:** No increase in the value of the above-mentioned items will be accepted on account of either unit price, total price, any or all other charges, the scope of supply and or any other head of account.

j. **Payment:** Payment will be made within 30 working days, after the complete supply of required items as per the Bill of Quantity and submission of the commercial invoice at IBA, Main Campus, University Enclave, University Road, Karachi.

k. **Physical Inspection:** Physical inspection at the service provider site may be carried out.

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Stamp & Signature



## **5. Integrity Pact**

- (a) Its intention is not to obtain the Provide and Supply work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- (b) Without limiting the generality of the forgoing the Bidder represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the Provide and Supply or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- (c) The Bidder accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right and remedies available to the IBA under any law, contract, or other instruments, stand void at the discretion of the IBA.
- (d) Notwithstanding any right and remedies exercised by the IBA in this regard, Bidder agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice and further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the company/firm/supplier/agency/bidder as aforesaid for the purpose of obtaining or inducing Provide and Supply/work/service or other obligation or benefit in whatsoever from the IBA.

### **Note:**

**This integrity pact is a mandatory requirement other than auxiliary services/works.**

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Stamp & Signature

## 6. **Bidder Qualification Criteria**

Only those bidders can apply in this tender who meet the criteria. Please attach supporting documents/evidence of your claim(s):

S. No	<b>Mandatory Eligibility Criteria (Attach Supporting Document)</b>	<b>Remarks Yes / No</b>
1.	Minimum 03 years of relevant experience in multinational organizations / hospitals / universities with no dissatisfactory performance.	
2.	Last 3 years' average annual turnover with a minimum 10 million (per year) as Financial Statement and Annual Return.	
3.	Sales tax registration certificate both FBR and/or SRB" and NTN certificates at the time of submission of bidding document.	
4.	Have at least one running Kitchen or contract the Kitchen operator who is capable to serve food at least 300 to 400 persons.	
5.	Detail and Qualification of Key Professionals with Designation and Experience who manage the event (catering and decoration).	

**Note: Must provide supporting documentation for evaluation.**

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Stamp & Signature

## **7. Scope of Event Management, Catering & Decoration Services**

In establishing a dynamic and efficient event management service at IBA Karachi, the selected company will play a pivotal role in managing and executing catering and decoration services for various events across both the main and city campuses. With a vibrant community comprising approximately 5,000 students, 400 faculty members, and 900 staff, the event management company will commit with the responsibility of delivering high-quality services to meet the diverse needs of the IBA community.

To enhance the events experience, the company is expected to develop attractive and nutritionally balanced menus that cater to the tastes and preferences of the IBA community. The use of fresh, high-quality ingredients will be paramount to ensure overall satisfaction. The event management company will be required to efficiently manage catering and decoration operations, as per requirements.

With catering services, the company will be a crucial partner in facilitating decoration services for various events, including scheduled conferences, seminars, and gatherings hosted on campus. This includes accommodating a variety of thematic requirements and offering customized decoration setups tailored to the specific needs of each event. The hospitality services provided by the event management company will extend to the community of IBA Karachi, including distinguished and international guests.

The company should be flexible in offering customizable menus and decoration setups to suit the different occasions hosted by the different departments. In complementing the array of professional development centers at IBA City Campus, which provide cutting-edge training and professional courses to the corporate sector, the need for high-quality food and services for corporate trainees is imperative.

This detailed scope outlines the multifaceted expectations and requirements for the Event Management vendor at IBA Karachi, emphasizing the importance of delivering high-quality services that align with the diverse needs of the IBA community.

In detailing the scope of these services:

- a) The expectation is to deliver catering services that is not only hygienic and nutritional but also appeals to the taste buds of all stakeholders. Quality, in this context, is not confined to the food alone but extends to its presentation, appearance, and handling.
- b) Certifications and licensing from widely recognized authorities are a prerequisite. This certification should cover standard operating procedures across the entire supply chain, ensuring quality from raw material procurement to cooking, storage, and serving.
- c) In terms of the menu, diversity is key. It should include a range of hygienic and healthy items, encompassing Pakistani, Fast Food, BBQ, Chinese, and Italian options including high quality of Hi-Tea to serve in different events as per requirement.

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Stamp & Signature

- d) To support their claim of fully comprehending the nuances of the required food services, the Event Management Company is urged to attach all relevant certifications, letters of reference, awards, and supporting documents. These will serve as tangible evidence of their commitment to the modern concepts of food services.
- e) Only Certified/Branded Gas Cylinder(s) as per IBA standards are allowed for live cooking/cooking inside the campus.
- f) Ingredients to be used i.e., meat/vegetables/fruits/spices/dairy products must be fresh.
- g) Pre bid Meeting is mandatory to attend and will be held on October 4, 2024, at IBA Main Campus at 3 PM with Assistant Manager Admin to understand the exact nature of the job.
- h) Payment term will be 30 days credit from the submission of Bills.
- i) Recommended Specifications and Brands for packed items:
  - 1. Tomato Ketchup: Mitchells/Shangrilla/Knorr/National/Dipit/Mehran or equivalent
  - 2. Mayonnaise: Youngs/National/Dipit or equivalent
  - 3. Frozen Meat: Fauji/K&N/Sabroso or equivalent
  - 4. Cooking Oil: Fresh and High-Quality refined OMEGA-3 oil i.e., Soya Supreme/Habib/Tullo/Eva or equivalent
  - 5. Bread: Dawn/Granny/Wonder or equivalent
  - 6. Butter and Margerine: Nurpur/Nestle/Adams or equivalent
  - 7. Jam/Jelly: Mitchells/National or equivalent
  - 8. Paratha: Dawn/Granny/Wonder or Fresh using Ponam/Sunridge Flour or equivalent
  - 9. Rice (Sela and Basmati): Super Kernal/Falak or equivalent
  - 10. Lentils and Pulses (Daal): Ponam/Sunridge or equivalent
- j) Payment for beverages will be made on actual consumption during the event, where required.
- k) All food items must be served with quality tissue paper, preferably logo printed.
- l) Compliance with rules of Govt. Food Agencies is mandatory which is required to maintain, hygiene safety and quality standards for example Sindh Food Authority etc.
- m) The selected Event Management Company shall provide proper Uniforms (Dress, Cap, Gloves, Shoes, etc.) to its staff at time of serving in any event.
- n) The selected Event Management Company must have the facility to serve meals/refreshments in offices or meeting rooms with crockery and Cutlery to the Faculty and Staff and depute serving staff in meetings and events without additional charge.

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Stamp & Signature

## **8. Price Adjustment Mechanism**

### **Introduction**

The Institute of Business Administration (IBA) Karachi seeks to establish a transparent and fair mechanism for adjusting menu prices in response to significant fluctuations in the prices of key ingredients, specifically oil, rice, flour, sugar and meat (beef and chicken). This mechanism ensures that the vendor can maintain high-quality services while reflecting market realities.

To determine price revisions, IBA will calculate the percentage deviation in the prices of cooking oil, rice, wheat, sugar, and meats compared to quoted prices over a specified period. If the average price deviation exceeds 10%, we will mutually agree on necessary adjustments to the menu prices. IBA reserves the right to review the price. Shelf/retail prices of Metro Pakistan/Commissioner Karachi will be considered to calculate the deviation.

### **Market Volatility:**

In the event of significant but temporary fluctuations in the prices of raw materials due to external factors such as natural disasters, supply chain disruptions, or seasonal anomalies, such deviations will not automatically trigger menu price adjustments. A sustained price deviation of 10% is required for price adjustments to be considered. If market prices stabilize within this period, no changes to the menu prices will be made.

**Menu Price Impact:** Adjustments to menu prices due to raw material price fluctuations will be proportionate to the actual cost impact on total production costs. Increases in the prices of cooking oil, rice, wheat, sugar, and meat will be evaluated against the entire cost structure, including labor, utilities, and other overheads. A deviation in raw material prices does not imply a corresponding percentage change in menu prices, and adjustments will reflect the raw materials' contribution to the overall cost.

### **Adjustment Mechanism**

- **Price Increase:** If increase of more than 10% in the prices of oil, rice, flour, sugar and meat (beef and chicken), the menu prices will be adjusted as shown above.
  
- **Price Decrease:** If decrease of more than 10% in the prices of oil, rice, flour, sugar and meat (beef and chicken), the menu prices will be adjusted as shown above.
  
- **3-10% raw material fluctuation** → No or minimal impact on menu price (absorbable by margins).
- **11-20% raw material fluctuation** → 4% menu price adjustment.
- **21-30% raw material fluctuation** → 8% menu price adjustment.

For instance:

- **If the Weighted Average Deviation > 10%**, adjust the menu prices.
- **If the Weighted Average Deviation ≤ 10%**, no adjustment is necessary.

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Stamp & Signature

**Example Calculation:**

We have five raw materials: cooking oil, rice, flour, sugar, and meat, with the following baseline and current prices:

Raw Material	Baseline Price	Price at the time of renewal/revision	Cost Share
Cooking Oil	400	450	0.15
Rice	150	180	0.15
Flour	160	175	0.05
Sugar	140	160	0.05
Meat	1400	1700	0.35

Now, calculate the percentage deviation for each raw material:

- **Cooking Oil:**  $\frac{450-400}{400} \times 100 = 12.5\%$
- **Rice:**  $\frac{180-150}{150} \times 100 = 20\%$
- **Flour:**  $\frac{175-160}{160} \times 100 = 9.38\%$
- **Sugar:**  $\frac{160-140}{140} \times 100 = 14.29\%$
- **Meat:**  $\frac{1700-1400}{1400} \times 100 = 21.43\%$

**Weighted Average Deviation Calculation:**

Now, using the weights to compute the overall deviation:

Weighted Average Deviation:  $(0.15 \times 12\%) + (0.15 \times 20\%) + (0.05 \times 9.38\%) + (0.05 \times 14.29\%) + (0.35 \times 21.43\%)$

Breaking it down:

- ☐ Cooking Oil:  $0.15 \times 12.5\% = 1.875\%$
- ☐ Rice:  $0.15 \times 20\% = 3.0\%$
- ☐ Flour:  $0.05 \times 9.38\% = 0.469\%$
- ☐ Sugar:  $0.05 \times 14.29\% = 0.714\%$
- ☐ Meat:  $0.35 \times 21.43\% = 7.5\%$

Weighted Average Deviation:  $1.875\% + 3.0\% + 0.469\% + 0.714\% + 7.5\% = 13.56\%$

Weighted Average Deviation: 13.56%

So, the overall deviation is **13.56%**, which exceeds the 10% threshold, indicating that menu prices could be adjusted.

**Incorporating Into a Decision Rule:**

If the **weighted average deviation** exceeds a certain threshold (e.g., 10%), menu price adjustment could be triggered.

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Stamp & Signature

**Terms and Conditions**

- The price adjustment mechanism is subject to review and approval by IBA's administration.
- Any disputes arising from the price adjustment process will be resolved through IBA ADRIIC.
- The vendor is required to maintain detailed records of ingredient prices and provide supporting documentation upon request.

**Compliance**

- The vendor must comply with all local regulations and standards for food pricing and adjustment.
- Failure to comply with the quality, quantity, specifications and serving standards may result in penalties from 2% to 10% on the final payment of the invoice or may issue warning or termination of the contract.
- Submission of medical fitness certificate for cooks and bearer before commencement of the job and thereafter, on a 6 monthly basis. Certified Copies of Medical Certificates obtained will be provided to the admin department.

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Stamp & Signature

## 9. Bill of Quantity (Framework Quantity)

*Note: All items required to be served at the specified location with the best quality of crockery and cutlery of Ceramic. Please provide the cost with crockery and cutlery, labour, transportation and waiter services.*

### a. Refreshments/Hi-Tea

*Note:*

- Refreshments should be served as per standard of United King, Rehmat-e-Shireen, Continental bakery or equivalent.
- Ketchup should be served with all fried items.

Menu No.	Description	Tentative Events	Qty Per Head	Rate Per Head (without ST)	Total (without ST)
	Tea + Coffee + Green Tea or Mix Tea	700	1		
1.	<ul style="list-style-type: none"> <li>• Snack Pack Biscuits</li> <li>• Tea/Juices (Slice)</li> </ul>	200	3		
			1		
2.	<ul style="list-style-type: none"> <li>• Chicken Samosa (one bite)</li> <li>• Snack Pack Biscuits</li> </ul>	50	3		
			2		
3.	<ul style="list-style-type: none"> <li>• Chicken Samosa (one bite)</li> </ul>	50	5		
4.	<ul style="list-style-type: none"> <li>• Aaloo Samosa (One Bite)</li> <li>• Snack Pack Biscuits</li> </ul>	100	3		
			2		
5.	<ul style="list-style-type: none"> <li>• Aaloo Samosa (One Bite)</li> </ul>	50	5		
6.	<ul style="list-style-type: none"> <li>• Club Sandwiches with Fries</li> </ul>	50	1		
7.	<ul style="list-style-type: none"> <li>• Bakery Biscuits (Assorted)</li> </ul>	50	5		
8.	<ul style="list-style-type: none"> <li>• Aaloo Samosa (75~80 grams)</li> </ul>	50	1.5		
9.	<ul style="list-style-type: none"> <li>• Chicken Pie</li> </ul>	30	1		
10.	<ul style="list-style-type: none"> <li>• Spring Roll (Small)</li> </ul>	40	2		
11.	<ul style="list-style-type: none"> <li>• Fruit Cake / Marble Cake / Pastry</li> </ul>	50	2		
12.	<ul style="list-style-type: none"> <li>• Snack Pack Biscuits</li> </ul>	50	3		
13.	<ul style="list-style-type: none"> <li>• Assorted Sandwiches (including Brown Bread sandwich)</li> </ul>	60	3		
14.	<ul style="list-style-type: none"> <li>• Chicken Cutlet / Shami Kabab</li> </ul>	20	2		
15.	<ul style="list-style-type: none"> <li>• Chicken Patties</li> </ul>	50	2		
16.	<ul style="list-style-type: none"> <li>• Brownie / Lemon Tart</li> </ul>	50	2		
17.	<ul style="list-style-type: none"> <li>• Chicken Pie</li> <li>• Fruit Cake / Marble Cake / Pastry</li> </ul>	40	1		
			2		
18.	<ul style="list-style-type: none"> <li>• Bakery Biscuits (Assorted)</li> <li>• Aaloo Samosa (One Bite)</li> <li>• Assorted Sandwiches (including Brown Bread sandwich)</li> </ul>	10	2		
			1		
			2		

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Stamp and Signature



Menu No.	Description	Tentative Events	Qty Per Head	Rate Per Head (without ST)	Total (without ST)
19.	<ul style="list-style-type: none"> <li>Aaloo Samosa (One Bite)</li> <li>Bakery Biscuits (Assorted)</li> </ul>	50	3		
			3		
20.	<ul style="list-style-type: none"> <li>Chicken Samosa (One Bite)</li> <li>Bakery Biscuits (Assorted)</li> </ul>	50	3		
			3		
21.	<ul style="list-style-type: none"> <li>Bakery Biscuits (Assorted)</li> <li>Chicken Samosa (One Bite)</li> <li>Assorted Sandwiches (<i>including Brown Bread sandwich</i>)</li> </ul>	10	2		
			3		
			2		
22.	<ul style="list-style-type: none"> <li>Chicken Samosa (One Bite)</li> <li>Brownie / Lemon Tart</li> </ul>	10	3		
			2		
23.	<ul style="list-style-type: none"> <li>Spring Roll (Small)</li> <li>Assorted Sandwiches</li> <li>Fruit Cake / Marble Cake</li> </ul>	10	2		
			2		
			2		
24.	<ul style="list-style-type: none"> <li>Aaloo Samosa (One Bite)</li> <li>Club Sandwiches with Fries (small)</li> </ul>	15	3		
			0.5		
25.	<ul style="list-style-type: none"> <li>Aaloo Samosa (One Bite)</li> <li>Spring Roll (Small)</li> <li>Bakery Biscuits</li> <li>Lemon Tart</li> <li>Assorted Sandwiches (<i>including Brown Bread sandwich</i>)</li> </ul>	10	3		
			2		
			2		
			1		
			2		
26.	<ul style="list-style-type: none"> <li>Chicken Nuggets</li> <li>Chicken Sandwich</li> <li>Gulab Jamun (medium)</li> </ul>	10	3		
			2		
			4		
27.	<ul style="list-style-type: none"> <li>Chana Chaat</li> <li>Dahi Phulki (Sweet &amp; Sour)</li> </ul>	50	1 portion		
			1 portion		
28.	<ul style="list-style-type: none"> <li>Chana Chaat</li> <li>Dahi Phulki (Sweet &amp; Sour)</li> <li>Aaloo Samosa (One bite)</li> </ul>	8	1 portion		
			1 portion		
			3		
29.	<ul style="list-style-type: none"> <li>Chana Chaat</li> <li>Dahi Phulki (Sweet &amp; Sour)</li> <li>Assorted Sandwiches</li> <li>Aaloo Samosa (One Bite)</li> </ul>	6	1 portion		
			1 portion		
			2		
			3		
30.	<ul style="list-style-type: none"> <li>Aaloo Samosa (One bite)</li> <li>Brownies</li> <li>Drumsticks</li> <li>Lemon Tart</li> <li>Juices (Fresh Juices, Serve in glass)</li> <li>Assorted Sandwiches (<i>including Brown Bread sandwich</i>)</li> </ul>	8	1		
			1		
			1		
			2		
			1		
			1		

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Menu No.	Description	Tentative Events	Qty Per Head	Rate Per Head (without ST)	Total (without ST)
31.	<ul style="list-style-type: none"> <li>• Aaloo Samosa (Large)</li> <li>• Brownie</li> <li>• Slice Juice</li> </ul>	6	1.5		
			1		
			1		
32.	<ul style="list-style-type: none"> <li>• Chicken Sandwich (small)</li> <li>• Chicken Patties</li> <li>• Slice Juice</li> </ul>	10	2		
			1		
			1		
33.	<ul style="list-style-type: none"> <li>• Chicken Cutlet / Shami Kabab</li> <li>• Fruit Cake / Marble Cake</li> </ul>	10	2		
			2		
34.	<ul style="list-style-type: none"> <li>• Chicken Croissant</li> <li>• Chicken Cheese Patties (One bite)</li> <li>• Brownie / Lemon Tart</li> </ul>	10	1		
			2		
			1		
<b>Sub Total (A)</b>					

**b. Lunch / Dinner Menu for Events**

**Note:**

1. Please provide per KG rates of each item and with complete Crockery, Cutlery and Waiter Services.
2. Food Up to 50 persons to be served with crockery, cutlery, and waiter service without any additional cost.
3. The food should be Hygienic, Nutritional and suit the taste buds of all stakeholders. The quality must not only be built into the food it must be apparent from the presentation, appearance, handling and serving.

Hot /Cold Beverages				
S. No	Menu	Tentative Quantity	Per glass/Cup/Bowl/Person	Amount
1.	Hot n Sour Soup	30		
2.	Chicken Corn Soup	30		
3.	Cream of Chicken Soup	30		
4.	Thai Soup	30		
5.	Lental Soup	30		
6.	Tea	500		
7.	Tea Doodh Patti (live)	600		
8.	Green Tea (Live)	300		
9.	Electric Lemonade	50		
10.	Welcome Drink	300		
11.	Lemonade (Plain/Mint)	50		
<b>Total (B1)</b>				

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<b>BBQ Dishes</b>				
<b>S. No</b>	<b>Menu</b>	<b>Tentative Quantity</b>	<b>Per Kg (Price)</b>	<b>Amount</b>
1.	Chicken Tikka	100		
2.	Chicken Malai Boti	100		
3.	Beef Seekh Kabab	100		
4.	Mini Tikka	100		
5.	Grilled Fish	50		
6.	Shami Kabab	10		
7.	Chicken Cutlets	10		
8.	Chicken Behari Boti	70		
9.	Chicken Tikka Boti	70		
10.	Chandan Kebab (Chicken/Beef)	70		
11.	Turkish Kabab	80		
12.	Beef Chapli Kabab	10		
13.	Lahori Fish	80		
14.	Fish Finger	50		
15.	Fish N Chip	50		
16.	Prawn Tempura (Small/Jumbo)	30		
17.	Shesh Taouk	10		
18.	Breaded Crumb Fried Fish with Tatter Sauce	30		
19.	Potato Cutlet	50		
20.	Steam Roast Chicken	25		
21.	Chicken Reshmi Kebab	40		
22.	Beef Behari Kebab	40		
23.	Chicken Haryali Boti	10		
24.	Tawa Fish	25		
25.	Kachoori with Aalo Tarkari	50	/per person	
26.	Chicken Wonton	50		
			<b>Total (B2)</b>	

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<b>Main Dishes</b>				
<b>S. No</b>	<b>Menu</b>	<b>Tentative Quantity</b>	<b>Per Kg (Price)</b>	<b>Amount</b>
1.	Chicken Karahi	100		
2.	Chicken Karahi (Live)	180		
3.	Chicken Qorma	30		
4.	Chicken White Qorma	30		
5.	Chicken Handi	40		
6.	Chicken Makhni Handi	20		
7.	Chicken Ginger	30		
8.	Chicken Green Karahi	25		
9.	Beef Badami Qorma	15		
10.	Chicken Khara Masala	10		
11.	Chicken Haleem	30		
12.	Mutton Karahi	30		
13.	Mutton Karahi (Live)	50		
14.	Mutton Kunna	50		
15.	Beef Haleem	25		
16.	Beef Qorma	15		
17.	Beef Nehari	15		
18.	Mix Vegetable	40		
19.	Chicken Paneer Reshmi Handi	10		
20.	Palak Paneer	40		
21.	Daal Makhni	20		
22.	Vegetable Kofta	10		
23.	Daal (Plain)	10		
24.	Vegetable Bhujia	10		
25.	Nargasi Kofta Curry	10		
26.	Sauteed Vegetable	10		
27.	Puri with Aaloo Tarkari, Chana Tarkari and Achaar	150	/per person	
			<b>Total (B4)</b>	

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<b>Rice Dishes</b>				
<b>S. No</b>	<b>Menu</b>	<b>Tentative Quantity</b>	<b>Per Kg (Price)</b>	<b>Amount</b>
1.	Chicken Biryani	300		
2.	Chicken Yakhni Pulao	150		
3.	Beef Biryani (with Bone) 1.5 ratio	250		
4.	Beef Biryani (without Bone @ 1.25 Beef) <i>Cooked in Bones as per Quantity of Rice (8 kg of daig)</i>	300		
5.	Beef Pulao (without Bone @ 1.25 Beef) <i>Cooked in Bones as per Quantity of Rice (8 kg of daig)</i>	100		
6.	Beef Afghani Pulao	20		
7.	Mutton Afghani Pulao	20		
8.	Mutton Pulao (1.25 ratio)	20		
9.	Mutton Biryani (1.25 ratio)	20		
10.	Peas Pulao	10		
11.	Zeera Rice	10		
12.	Vegetables Biryani	5		
13.	Steam Rice	20		
<b>Total (B3)</b>				

<b>Chinese &amp; Thai Dishes</b>				
<b>S. No</b>	<b>Menu</b>	<b>Tentative Quantity</b>	<b>Per Kg (Price)</b>	<b>Amount</b>
1.	Chicken Fried Rice	50		
2.	Egg Fried Rice	50		
3.	Vegetable Fried Rice	50		
4.	Chicken Jalfrezi	40		
5.	Chicken Shashliks	40		
6.	Chicken Manchurian	40		
7.	Chili Chicken	40		
8.	Chicken Chow mien	70		
9.	Dry Chicken Chilli	40		
10.	Pasta Alfredo	50		
11.	Singaporean Rice	50		
<b>Total (B5)</b>				

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<b>Dessert</b>				
S. No	Menu	Tentative Quantity	Per Kg (Price)	Amount
1.	Kheer	50		
2.	Rabri Kheer	50		
3.	Pista Kheer	50		
4.	Fruit Trifle (using packed fruits)	100		
5.	Custard	80		
6.	Carrot Halwa	150		
7.	Ice Cream	100		
8.	Shahi Tukray	20		
9.	Gulab Jamon	50		
10.	Cream Caramel	50		
11.	Cream Cocktail	150		
12.	Mango Delight	50		
13.	Lava with Vanilla Ice Cream	50		
14.	Cherry Crunch	150		
15.	Firni	20		
16.	Ras Malai	30		
17.	Lab e Shireen	50		
18.	Rabri	30		
19.	Jalebi (Live)	30		
20.	Suji Halwa	10		
21.	Loki Halwa	50		
			<b>Total (B6)</b>	

<b>Naan &amp; Roti</b>				
S. No	Menu	Tentative Quantity	Per Piece / Kg (Price)	Amount
1.	Taftan	200	/ kg	
2.	Naan Plain	600	/ kg	
3.	Chapati	200	/ piece	
4.	Milky Naan	800	/ kg	
5.	Sheermal	50	/ kg	
6.	Naan/Roghni Naan (Live Tandoor)	150	/ piece	
7.	Poori Paratha	80	/ piece	
			<b>Total (B7)</b>	

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<b>Salad &amp; Chatnis</b>				
S. No	Menu	Tentative Quantity	Per Kg (Price)	Amount
1.	Raita / Dahi	300		
2.	Fresh Green Salad	150		
3.	Russian Salad	30		
4.	Seasonal Fruit Platter	10		
5.	Kachumber	50		
6.	Caesar Salad	20		
<b>Total (B8)</b>				

<b>Food Boxes (In disposable box)</b>				
S. No	Menu	Tentative Quantity	Per person (Price)	Amount
1.	<b>Deal – 1</b> Chicken Biryani / Chicken Pulao - 500 grams (without Aaloo) Shami Kabab – 100 grams Kheer/Fruit Trifle/Gulab Jamon (In Plastic box) Buddy Pack cold Drink – 345 ml	50		
2.	<b>Deal – 2</b> Beef Biryani / Beef Pulao (Boneless) - 380 grams (without Aaloo) Mini Chicken Tikka - 130 grams Kheer/Fruit Trifle/Gulab Jamon (In Plastic box) Buddy Pack cold Drink - 345 ml (Minimum 50 boxes order)	50		
3.	<b>Deal – 3</b> Quarter Chicken Broast (leg & Chest Piece) Fries (50 grams) Coleslaw Kheer/Fruit Trifle/Gulab Jamon (In Plastic box) Buddy Pack cold Drink – 345 ml	50		
4.	<b>Deal – 4</b> Zinger Burger with Fries (50 grams) Coleslaw Kheer/Fruit Trifle/Gulab Jamon (In Plastic box) Buddy Pack cold Drink – 345 ml	50		
<b>Total (B9)</b>				

<b>Sub Total (B) = (B1 + B2 + B3 + B4 + B5 + B6 + B7 + B8 + B9)</b>	
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**c. Decoration Items including all charges**

**Note:** Pricing including all Labour and Transportation charges

S. No	Decoration Item	Tentative Qty	Price per unit	Amount
1.	Shamiana	288		
2.	Qannat	144		
3.	Takhat 3'x6'	160		
4.	Wooden Table 2.5x4 with Top and Border	100		
5.	Cocktail Tables with Cover	10		
6.	Chuffing Dishes - Steel	80		
7.	Chuffing Dishes - Glass	80		
8.	Tub	10		
9.	Dari	100		
10.	Chandni	100		
11.	Gao Takia	200		
12.	Frill Marquee with Panels (per Sq. ft) Minimum size 60' x 60'	1		
13.	Trussing Marquee (per Sq. ft) Minimum size 20'x12'	6		
14.	Stage Carpet 6' x 15'	20		
15.	Stage Carpet 6' x 20'	10		
16.	Stage Stairs	8		
17.	Round Table 5' x 5' with cover and center cloth	100		
18.	Round Table Cover	100		
19.	Steel Chair (medium back) with Cover	50		
20.	Chair Acrylic	500		
21.	Table Vase (Small) with Artificial Flowers	100		
22.	Table Vase (Small) with Fresh Flowers	100		
23.	Runner 6' x 25' (Red/Maroon)	10		
24.	Runner 12' x 25' (Red/Maroon)	10		
25.	Carpet 15' x 6' (Red/Maroon)	10		
26.	Carpet 20' x 6' (Red/Maroon)	10		
27.	Carpet 25' x 6' (Red/Maroon)	10		
28.	Carpet 30' x 6' (Red/Maroon)	10		
29.	Bukhara 5'x3'	6		

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S. No	Decoration Item	Tentative Qty	Price per unit	Amount
30.	Sofa Single Seater	15		
31.	Sofa Double Seater	15		
32.	Sofa Triple Seater	15		
33.	Buffet Canopy	10		
34.	Entry Gate – Wooden/Structure	2		
35.	Entry Gate – Panel	2		
36.	Pedestal Fan	40		
37.	Louver Pedestal Fan	40		
38.	Floor Standing AC's Unit (4 ton)	10		
39.	Stand Light	60		
40.	Spotlights (warm/White)	50		
41.	Chili/Fairy Lights	80		
42.	Tower Light	40		
43.	LED Lights (Multi Color)	40		
44.	Walkway Lamp	6		
45.	Baby Fanoos/Chandelier/Edison bulb	6		
46.	Bearer / Waiter	60		
47.	Generator 25 KVA	2		
48.	Rope Stand/Queue Stand	40		
49.	Trussing with Tungsten Perkin Lights for Stage	3		
50.	White Ceramic Crockery and Stainless-Steel Cutlery (1.5 x number of person as per menu)	2,000		
51.	White Melamine Crockery and Stainless-Steel Cutlery (1.5 x number of person as per menu)	2,000		
			<b>Sub Total (C)</b>	

<b>Sub Total (A + B + C)</b>	
<b>15% SST</b>	
<b>Grand Total</b>	

**Grand Total Rupees (in words)** \_\_\_\_\_

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## **10. Terms of Reference**

- a. **Signing of Contract Agreement:** THE SERVICE PROVIDER will sign the contract agreement as an acknowledgement.
- b. **Items Deliverable:** All item(s) must be provided on which the delivery execution, quantity, quality and specs are specified. Non-compliance with this condition renders the goods/services/works liable to non-acceptance.
- c. **Duration:** The period of Execution identified in the Contract Agreement is extendable with mutual consent.
- d. **Liquidity Damage:** Liquidity damage will be imposed due to delays in timing & if deemed necessary termination of the contract may be awarded in the interest of commuter prejudice.
- e. **Submission of Bills/Invoices:** All Invoices/bills should be submitted to the authorized representative of the Admin Department only.
- f. **Payment:** Payment against submission of a consolidated monthly invoice against approved orders will be made after deduction of withholding Tax / Sales Tax as per government regulations within 30 days from the submission of the Invoice.
- g. **New Crockery:** New Crockery & Cutlery will be provided by THE SERVICE PROVIDER. Standard of Quality duly approved by IBA, Karachi.
- h. **Cleanliness:** Cleanliness of high standards will be required.
- i. **Food Items:** Food Items should be of a high standard.
- j. **Prohibition:** Prohibition of smoking & beetle leaf chew.
- k. **Sub-letting:** No sub-letting in any case and form will be acceptable.
- l. **Disclosure of Confidential Script/Material:** All rights reserved with the IBA and no information either in written/electronic media/copying form should be disseminated without the permission of the authority.
- m. **Rejection of Items:** IBA reserves the right to cancel any or all the items if services are not per our specifications or if the completion of services is delayed.
- n. **Termination:** At any stage if THE SERVICE PROVIDER finds it to bypass any condition(s) of the agreement, the contract will be terminated immediately, and the payment(s) will be confiscated in favor of the IBA. The decision of the IBA will be final and should be abided by THE SERVICE PROVIDER and the IBA. That upon termination of this agreement, THE SERVICE PROVIDER shall be permitted to remove all its devices, equipment and manpower which may have been placed at premises from time to time.
- o. **Arbitration:** In case of any dispute, difference or question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to the IBA and CEO of the company/agency/individual owner for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties under Arbitration Act 1940.

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- p. **Rules, Regulations & Policies:** All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- q. **General Sales Tax:** General Sales Tax will be paid on applicable items only by the company/firm/agency.
- r. **Rights:** IBA, Karachi reserves the right to accept or reject any or all tender(s) or terminate proceedings at any stage in accordance to the rules & regulations framed by SPPRA. Competent authorities reserve the right to accept or reject any quotation/tender without any reason thereof. Also, the Authority reserves the right to change/alter/ remove any item or article or reduce/enhance quantity without assigning any reason. IBA also reserves the right to issue a Purchase Order for any single item to different lowest responsive bidders or for all the items to any lowest responsive bidder. IBA may give orders through petty purchase/RFQ to any other vendor, especially where any specific menu is not available at the selected Service Provider.
- s. **Company Profile:** Company Profile to be attached to this document.
- t. **Taxes:** All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates/denomination of Purchase / Work Order.
- u. **Rate Revision:** Agreed rate as per agreement will not be revised during the agreement period.
- v. **Manpower to meet requirement of event(s):** THE SERVICE PROVIDER is bound to provide items including machineries, equipment, goods material, gadget and manpower according to the Contract Agreement.
- w. **Authority:** The IBA, Karachi is not bound to accept any quotation, nor award a contract / Work Order, nor be responsible for any costs associated with a Supplier preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.
- x. **Contract Duration:** This would be the Framework Basis, based on satisfactory performance, and may be renewed for further years with mutual consent.
- y. **Validity of Price List:** Price List offered for one year
- z. **Registration:** THE SERVICE PROVIDER should provide food items as prescribed & define by relevant Food Authority.

**Note:**

**These Terms & Conditions will be an integral part of the Contract Agreement besides other clauses/articles.**

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Stamp & Signature

It is hereby certified that the terms and conditions have been read, agreed upon and signed.

M/s. \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Tel # \_\_\_\_\_, Fax: \_\_\_\_\_

Mobile: \_\_\_\_\_, Email: \_\_\_\_\_

\_\_\_\_\_  
Stamp & Signature

## **11. General Conditions of Contract**

This Agreement is made at Karachi on this day, \_\_\_\_\_, 2024

### **BETWEEN**

**M/s. Institute of Business Administration**, through its Registrar, located at **Main Campus, University Enclave, Karachi**, hereinafter called and referred to as “**IBA**” (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of the **FIRST PART**.

### **AND**

M/s. Master Management, having its office at Mezzanine Floor, Business Avenue, 26-A, Block-6, PECHS, Shakra-e-Faisal, Karachi hereinafter referred to as “**THE SERVICE PROVIDER**” (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assign), through its General Manager, Mr. Manzar Alam holding CNIC No. .... on the **SECOND PART**.

**WHEREAS** the **IBA** is the premier institute of education in Pakistan and a citadel of higher learning and **THE SERVICE PROVIDER** is in the business of Event Management, Catering & Decoration Services/operation and sales of edible items. The **IBA** intends to obtain services of a professional operator of Event Management, Catering & Decoration Services to function

**NOW IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

### **WITNESSETH**

The **IBA** agrees to offer and appoint the ‘**THE SERVICE PROVIDER**’ as the official operator of the Event Management, Catering & Decoration Services for Main Campus & City Campus ‘**THE SERVICE PROVIDER**’ hereby agrees to accept the terms and conditions set herein below forth as also identified in the tender document on the agreed charges.

### **ARTICLE I** **SCOPE OF SERVICES**

- 1.1 This agreement covers the provision of Event Management, Catering & Decoration Services inclusive of edible items
- 1.2 Payment of space rental, utility bills, and payment of wages to any persons hired will be the responsibility of **THE SERVICE PROVIDER**.
- 1.3 The **IBA** will not be responsible for any incident, accident, or mishap on the premises of rented premises. **THE SERVICE PROVIDER** will not cause any disturbance, inconvenience, noise pollution or indecent acts on the premises.

### **ARTICLE II** **REMUNERATION**

- 2.1 Payment will be made within 30 days

**ARTICLE III**  
**PENALTY**

- 3.1 Failure to comply with the quality, quantity, specifications and serving standards may result in penalties from 2% to 10% on the final payment of the invoice or may issue warning or termination of the contract. The Registrar on the recommendation of the *Canteen Committee* due to non-adherence of quality/quantity and any clause of bidding documents and agreement.

**Article IV**  
**INDEMNITY**

- 4.1 The 'THE SERVICE PROVIDER' in its individual capacity shall indemnify and keep the IBA and any person claiming through IBA fully indemnified and harmless from and against all / any damage(s), cost(s) and expense(s) caused to or incurred by 'THE SERVICE PROVIDER' as a result of any damage in the title of 'IBA' or any fault, neglect, misbehaviour or/and quality of food and payment(s) by THE SERVICE PROVIDER which disturbs or damage the reputation, quality or the standard of the services provided by THE SERVICE PROVIDER and any person claiming through the IBA.
- 4.2 Performance Security should provide 10% of the total value of the estimated cost of service submitted through a bid in the form of a Pay Order or bank guarantee within 7 days of the signing of this agreement by 'THE SERVICE PROVIDER'.

**Article V**  
**INTEGRITY PACT**

- 5.1 The intention is not to obtain the procurement/work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 5.2 Without limiting the generality of the forgoing the SERVICE PROVIDER represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- 5.3 SERVICE PROVIDER accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other

right & remedies available to the IBA under any law, contract, or other instruments, be stand void at the discretion of the IBA.

- 5.4 Notwithstanding any right and remedies exercised by the IBA in this regard, SERVICE PROVIDER agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the SERVICE PROVIDER as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

**Article VI**  
**RENEWAL**

- 6.1 This Agreement shall be renewed with mutual consent & satisfactory performance upon completion of one year if the IBA Karachi and THE SERVICE PROVIDER agree so.
- 6.2 This agreement is effective from ....., 2024 to ..... 2025.

**Article VII**  
**TERMINATION**

- 7.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 30 days' notice.

**Article VIII**  
**SEVERABILITY**

- 8.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid & enforced to the fullest extent permitted by prevailing law.

**Article IX**  
**NOTICE**

- 9.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.
- 9.2 On receipt of any complaint about the quality of edibles/drinks, general cleanliness, un-hygienic foodstuff, behaviour/conduct of staff, a frequent complaint about service untidy and poorly dressed staff etc, the IBA will investigate the matter properly. If the complaint is found genuine a written notice will be served. If the complaint is not paid any heed even after the second notice, after a lapse of 30 days a third notice will be served and thereafter the contract would have deemed to have been terminated if appropriate remedial steps are not initiated within 24 Hours as per the satisfaction of the IBA.
- 9.3 The IBA will have the authority to terminate the contract after third notice.

**Article X**  
**ARBITRATION**

10.1 In case of any dispute, difference or question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter hereof shall be referred to the Registrar of the IBA for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties. The Arbitration proceedings will be governed by the Arbitration Act, of 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

**Article XI**  
**COMPLIANCE**

- 11.1 THE SERVICE PROVIDER will have to be registered with the relevant authority.
- 11.2 That THE SERVICE PROVIDER should comply with rules of Govt. food agencies are mandatory which is required to maintain, hygiene safety and quality standards, for example, Sindh Food Authority etc.
- 11.3 All staff must have CNIC and mention to discourage work through child labour.
- 11.4 SOPs prescribed by Govt. of Sindh should be adhered by THE SERVICE PROVIDER.
- 11.5 Staff Should wear a proper uniform with shoes as per the approved standard.
- 11.6 The nominated “*Canteen Committee*” may pay surprise visits at any time to identify any shortcomings in the standard of quality of food, service, or hygiene.
- 11.7 The *Canteen Committee* may issue a warning letter or impose a fine in case of any material deviation of hygiene, quality of food or any other breach of the code of conduct.
- 11.8 Three warnings issued by the *Canteen Committee* may lead to the termination of this contract.
- 11.9 The quality control department of THE SERVICE PROVIDER should visit at least twice in a month and submit their report to IBA.
- 11.10 THE SERVICE PROVIDER shall be responsible for the Training and development of their cooking and serving staff.
- 11.11 Only Certified/Branded Gas Cylinder(s) as per IBA standards are allowed for live cooking/cooking inside the campus.

**Article XII**  
**UTILITIES**



- 12.1 IBA will provide Electric connection. Provision of additional water required if any will be allowed by IBA on payment by THE SERVICE PROVIDER.

**Article XIII**  
**MAINTENANCE**

- 13.1 THE SERVICE PROVIDER shall not use the said premises for any illegal business, or activity and shall not store or stock therein any article of combustible or hazardous nature neither suffer to be done any act which may expose the premises to the risk of fire or any loss or damage at any cost.
- 13.2 That THE SERVICE PROVIDER shall not make addition, alteration, or modification to the structure of the rented premises without prior written permission of the owner.
- 13.3 The Security will be the responsibility of THE SERVICE PROVIDER

**Article XIV**  
**CLEANLINESS**

- 14.1 That THE SERVICE PROVIDER should always keep the premises in a hygienically clean state. Proper and timely maintenance of electrical/mechanical fixtures etc will be carried on by IBA as a standard practice. However, daily disposal of waste material will be the sole responsibility of THE SERVICE PROVIDER.
- 14.2 THE SERVICE PROVIDER shall responsible at all times to maintain a very high standard of cleanliness, and hygiene. It will also be the responsibility of THE SERVICE PROVIDER to dispose of waste/garbage material.
- 14.3 THE SERVICE PROVIDER is responsible for Fumigation of kitchen premises for pest & rodent control on a monthly basis while sharing the reports with IBA.

**Article XV**  
**PROHIBITION**

- 15.1 IBA is a No-Smoking Zone. Cigarette smoking, Pan/Beatle Leaf & Gutka chewing is not allowed. Alcohol drinking & use of any intoxicant is prohibited in IBA, Karachi premises.
- 15.2 It will be the responsibility of THE SERVICE PROVIDER to expel such person who uses prohibited item(s) & report to the Registrar without loss of time.
- 15.3 Energy Drinks are strictly prohibited in the vicinity of IBA Karachi, therefore, THE SERVICE PROVIDER is bound to follow the same.

**Article XVI**  
**FORCE MEJURE**

- 16.1 That this Agreement for any failure or delay in the performance of this Agreement, if it is due to any event beyond its reasonable control including (but not limited to) acts of

God, war, fire, flood and national emergencies and the Party so delayed, shall be entitled to a reasonable extension of time for performing such obligations.

**Article XVII**  
**SEVERABILITY**

- 17.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid & enforced to the fullest extent permitted by prevailing law.

**Article XVIII**  
**MISCELLANEOUS**

- 18.1 Competent Authority reserves the right to change/alter/remove any item or reduce/enhance quantity without assigning any reason.
- 18.2 The terms and conditions of this Agreement have been read over to the parties which they admit to being corrected and abide by the same.

\_\_\_\_\_  
Stamp & Signature