

TENDER FORM

Tender # ES/15/24-25

Cafeteria Services (Framework Basis)

Date of Issue : May 2, 2025

Last Date of Submission : May 23, 2025 (3:00 PM)

Date of Opening of Tender : May 23, 2025 (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 service providers, registered with the relevant tax authorities, for the following tenders.

Tender Title (Ref. No.)	Procedure	Bid Security
Cafeteria Services (Framework Basis) (ES/15/24-25) Mandatory Prebid Briefing: May 16, 2025, at 4:00 PM	Single Stage One Envelope	5%
Tender Fee and Dates		
<ul style="list-style-type: none">▶ <i>Tender Fee:</i> Rs. 5,000/-▶ <i>Issuance start date:</i> May 2, 2025, from 9 AM▶ <i>Issuance end date & time:</i> May 23, 2025, till 3 PM▶ <i>Submission date & time:</i> May 2, 2025, till May 23, 2025, from 9 AM to 3 PM▶ <i>Opening date & time:</i> May 23, 2025, at 3:30 PM		

Tender documents can be downloaded from the IBA and SPPRA EPADS websites. The tender fee challan to be generated from the IBA website at <https://tenders.iba.edu.pk> and deposited at any branch of Meezan Bank Ltd.

Tender Document/Bid (with a copy of Bid Security/Earnest Money and supporting documents) should be submitted/uploaded on SPPRA EPADS <https://portalsindh.eprocure.gov.pk/>. The original Bid Security along with the Original Bid (duly signed and stamped) must be delivered to IBA, Karachi on below mentioned address before bid opening schedule. Bids will be opened on the same date and venue in the presence of the bidders' representatives who may wish to attend.

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. (1) IBA Karachi reserves the right to reject any bid or cancel the bidding process subject to the relevant provision of SPP Rules 2010.

(2) Only uploaded bid along with supporting documents will be accepted. In case there is a contradiction between bidder's EPADS submitted bid and manually submitted bid, bid submitted on EPADS will be considered valid for evaluation purpose.

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, IBA Website: <https://tenders.iba.edu.pk>
SPPRA EPADS Website: <https://portalsindh.eprocure.gov.pk/>

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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 May 2, 2025, to Cafeteria 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 Cafeteria 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

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.

d. Tender Number

Please mention "Tender Number" at the top left corner of the envelopes. IBA, Karachi may reject any bid subject to the relevant provision of SPP Rules 2010 and may cancel the bidding process at any time before acceptance of the bid or proposal as per Rule-25(i) of said rules.

e. Bid Security

Bid Security of 5% of Annual amount as per APP 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.

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 (Manager Administration) on email: marana@iba.edu.pk or 38104700 Ext: 2010.

i. Submission of Documents and Address

Tender Document/Bid (with a copy of Bid Security/Earnest Money and supporting documents) to be submitted on SPPRA EPADS <https://portalsindh.eprocure.gov.pk/> by May 23, 2025, by 3:00 PM. The original Bid Security along with the Original Bid (duly signed and stamped) be delivered to IBA, Karachi on above mentioned address before bid opening schedule.

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. 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.

l. Conditional / Optional / Alternate Bids

Such bids will not be accepted.

m. Mandatory Pre-Bid

Pre bid Meeting is mandatory to attend. The meeting will be held on May 16, 2025, at IBA Main Campus at 4:00 PM, to understand the exact nature of the services.

Stamp & Signature

3. **Bidding Data**

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of Works:** Cafeteria Services (Framework Basis).
- (c) **Procuring Agency's Address:** Main Campus, University Enclave, Karachi.
- (d) **Amount of Bid Security:** Bid Security of 5% of amount as per APP 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 is May 23, 2025, by 3:00 PM on SPPRA EPADS portal. 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 May 23, 2025, 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:** _____
Amount (in words and figures): _____
Pay Order / Demand Draft #: _____, **Amount: Rs.** _____
Drawn on Bank: _____, **Dated:** _____

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.

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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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	Mandatory Eligibility Criteria (Attach Supporting Document)	Remarks Yes / No
1.	Minimum 05 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 and Cafeteria which is capable to serve food at least 400 to 500 persons and manage inhouse events.	
5.	Detail and Qualification of Key Professionals with Designation and Experience who manage the cafeteria and small event (catering).	

Note: Must provide supporting documentation for evaluation.

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7. Scope of Cafeteria 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 Service Provider 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 Service Provider 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 Service Provider will extend to the community of IBA Karachi, including distinguished and international guests.

The company should be flexible in offering customized 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) **Daily Services:** Providing high-quality refreshments, lunch, and beverages to students, faculty, and staff at allotted space.
- b) **Official Events:** Catering for small official events, including refreshments and lunches for meetings, activities, and staff tea.
- c) Location and Rent of the cafeteria are as follows:

Sr #	Canteen with Locations	Monthly Rent*
1.	Cafeteria / Canteen behind Adamjee Academic Block (Main Campus)	Rs. 10,000/-
2.	Cafeteria / Canteen at Aman Tower 5 th Floor (City Campus)**	Rs. 10,000/-

*Excluding 15% SST

** Space may be relocated

Note: All Utilities will be charged as per consumption

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- d) The expectation is to provide cafeteria 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.
- e) 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.
- f) 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.
- g) To support their claim of fully comprehending the nuances of the required food services, the bidder 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.
- h) Payment of space rental, utility bills, and payment of wages to any persons hired will be the responsibility of The Selected Service Provider.
- i) Bottled soft drinks, branded edible items will be sold at the MRP on cash/Counter Sale. However, 15% service charges will be applicable over MRP on credit billings. The service charges include the charges for serving and credit component of billing.
- j) Use of till Machine/POS System for all Cash Counter in all Cafeteria.
- k) Provide a subsidized Lunch for lower category staff.
- l) The Selected Service Provider shall not sub-let the said premises to any person(s) / society/institution on any terms whatsoever it may be.
- m) The Selected Service Provider wishes to not operate during Ramazan, then no rent and no fixed utility charges shall be charged by IBA for this period.
- n) The Selected Service Provider is responsible for the repair of Hall & Furniture during the contract period.
- o) New edible item(s) will be introduced with due approval of IBA on the agreed rate(s).
- p) The Selected Service Provider will clearly display the daily menu and rates at a prominent place on the cafeteria premises.
- q) The Selected Service Provider shall maintain adequate stock of Crockery, Cutlery including necessary decoration for different kinds of meetings, conferences, seminars, and Events within IBA Premises.

Stamp and Signature

- r) The Selected Service Provider shall maintain adequate lighting in all specified areas.
- s) The IBA will not be responsible for any incident, accident, or mishap on the premises of rented premises. The Selected Service Provider will not cause any disturbance, inconvenience, noise pollution or indecent acts on the premises.
- t) The IBA has the right to use the Canteen space for their Official Events with prior information.
- u) Working Days Monday, Tuesday Wednesday, Thursday, Friday & Saturday (6 days) and occasionally on holidays.
- v) IBA Facilities for Contractors:
 - i. Kitchen with Natural Gas if available, however during load management by SSGC, The Selected Service Provider is responsible for the arrangement of Gas for cooking with own resources.
 - ii. Hall & Furniture (During the Contract repair of Furniture will be the responsibility of The Selected Service Provider.
 - iii. The Selected Service Provider Liabilities
 - Kitchen Accessories
 - Crockery fine quality (stoneware)
 - Refrigerator / Deep Freezer etc.
 - Oven/Microwave Oven
 - Visi Cooler (Standing Refrigerators)
 - Gas for cooking during load management by SSGC.
 - Mineral Water (Aquafina only) for drinking and Cooking
 - Manpower such as Cooks, Skilled labour, Waiters
 - Uniform for waiters etc.
 - Medical facilities for its staff.
 - Insurance to its employees. The contractor shall be bound to have its staff/employees insured/registered against any/all applicable social security schemes/institutions including Employees Old Age-benefits Institution (EOBI). Employees Social Security Institution (SESSI) or any other government scheme under any other law without owning responsibility to IBA. The Contractor, in addition to the above, undertakes to fully indemnify if and hold harmless the IBA against any claim, losses, damages, or expenses in relation to injury or death of any persons or loss or damage to property arising out of the performance of Services hereunder.
 - Pay wages to its employees on regular basis as per the minimum wages rule of GoS.
 - Submission of medical fitness certificate for cooks and waiters before the commencement of the job and thereafter, on yearly basis. Certified Copies of Medical Certificates so obtained will be displayed on the Notice Board in assigned cafeterias.
- w) 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, and handling.

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- x) The Selected Service Provider is expected to be fully aware of the modern principles of diet, food standards and calorie requirements of all age groups. Such food must be offered at reasonable prices to suit the pocket of students and staff alike.
- y) The Selected Service Provider shall include some diet menu i.e. vegetables, dessert and soups for staff and students, who may wish to have it.
- z) Payment term will be 30 days credit from the submission of Bills.
- aa) Pre bid Meeting is mandatory to attend and will be held on May 16, 2025, at IBA Main Campus at 3 PM with Assistant Manager Admin to understand the exact nature of the job.
- bb) Only Certified/Branded Gas Cylinder(s) as per IBA standards are allowed for live cooking/cooking inside the campus.
- cc) Ingredients to be used i.e., meat/vegetables/fruits/spices/dairy products must be fresh.
- dd) 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 Margarine: 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
 - 11. Tea Whitener: Everyday or equivalent
 - 12. Tea: Tapal / Lipton or equivalent
 - 13. Coffee: Nestle Nescafe or equivalent
- ee) All food items must be served with quality tissue paper, preferably logo printed.
- ff) 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.
- gg) The selected Service Provider shall provide proper Uniforms (Dress, Cap, Gloves, Shoes, etc.) to its staff at time of serving in any event.
- hh) The selected Service Provider 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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8. Price Adjustment Mechanism

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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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: $(0.15 \times 10\%) + (0.10 \times 10\%) + (0.05 \times 5\%) + (0.05 \times 10\%) + (0.35 \times 20\%)$

Breaking it down:

☐ Cooking Oil:	0.15 × 12.5%	= 1.875%
☐ Rice:	0.15 × 20%	= 3.0%
☐ Flour:	0.05 × 9.38%	= 0.469%
☐ Sugar:	0.05 × 14.29%	= 0.714%
☐ Meat:	0.35 × 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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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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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.

Single Serving Items

List of Items to be Served	Size & Quality	Rate (Rs.)
Staff Tea Serving tea (110 ml) – Mix Tea Scope: To deliver daily Tea in a vacuum jug (maintained by the vendor), twice a day at both campuses in respective departments' pantries as per requirement. (Main Campus = 11,000 + 11,000 = 22,000 cups per month) (City Campus = 6,900 + 6,900 = 13,800 cups per month)	110 ml (Everyday Milk Powder with branded tea)	

a. Serve at Canteen Counter

- 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, burgers, sandwiches.
- Paper plates may be used for single serving(s) of edible items.

Sr. #	List of Items to be Served	Size & Quality	Rate (Rs.)
TEA & BEVERAGES			
1	Tea Mix (with Tea Whitener)	110 ml	
2	Tea - (Tea Bag)	110 ml	
3	Green Tea (Tea Bag)	110 ml	
4	Coffee (Nescafe)	110 ml	
5	Cold Drinks (unchilled)		At MRP printed on the pack
	a. Pepsi, 7up, Dew, Mirinda	250 ml Glass bottles	
	b. Pepsi, 7up, Dew, Mirinda	200 / 300 ml Can	
	c. Pepsi, 7up, Dew, Mirinda	345 ml Disposable	
	d. Pepsi, 7up, Dew, Mirinda	1.5 ltr Disposable	
	e. Sting	200 ml & 500 ml Can and Disposable	
6	Juices		
	a. Slice	200 ml	
	b. Tropicana (Chilled-All flavours)	200 ml	
	c. Rani Juice	240 ml	
	d. Red Bull	250 ml	
	e. Pakola Milk (Chilled-All flavours)	250 ml	
7	Mineral Water (Aquafina) – Chilled	500 ml	
8	Mineral Water (Aquafina) – Chilled	1 Litre	

Stamp & Signature

b. Refreshment/Fast Food

S. #	List of Items to be Served	Size & Quality	Rate (Rs.)
1.	Chicken Burger/Beef Burger (with French fries, coleslaw & sauce)	120 gm (patty)	
2.	Zinger Burger (with French fries, salad & sauce)	200 gm	
3.	Chicken Boti Burger (with French fries, salad & sauce)	180 gm	
4.	Chicken Sandwich	120 gm	
5.	Chicken Broast	300 gm	
6.	Club Sandwich	140 gm	
7.	Aaloo Samosa	80~100 gm	
8.	Chicken Samosa/Beef Samosa	60 gm	
9.	Chinese Samosa	60 gm	
10.	Spring Roll/Chinese Roll	90 gm	
11.	Chicken Patties	110 gm	
12.	Vegetable Patties	80 gm	
13.	Chana Chaat	120 gm	
14.	Dahi Baray (Sweet & Sour)	120 gm	
15.	Chicken Paratha Roll	100 gm	
16.	French Fries	100~150 gm	
17.	Pizza Slice/Mini Pizza	As per standard	
18.	Bread Roll		
19.	Chicken Bar B Q Sandwich		
20.	Chicken Cheese Roll		
21.	Chicken Croissant		
22.	Pastry		
23.	Donuts		
24.	Brownie		
25.	Lemon Tart		
26.	Chocolate Tart		
27.	Coffee Pastry		
28.	Fudge Pastry		
29.	Chicken Pie		
30.	Mini Croissant		
31.	Chocolate Cup Cake		
32.	Chocolate Roll		
33.	Biscuits (All types) All renown Brands	Ticky Pack, Half Roll & Snack Pack	At MRP printed on the pack
34.	Ice Cream Brand: Walls/Igloo/O'more	All sizes	

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c. Breakfast Deals

S. #	List of Items to be Served	Size & Quality	Rate (Rs.)
1	Paratha, Qeema, Tea / Coffee	As per market standard	
2	4 Bread Slice, Butter / Jam, Tea / Coffee		
3	Puri with Aaloo & Chana Tarkari		
4	Anda with Paratha		
5	Aaloo Paratha		
6	Nutella Paratha		
7	French Toast		
8	Omelet		
9	Cheese Omelet		

d. Chinese Food

S. #	List of Items to be Served	Size & Quality	Rate (Rs.)
1	Chicken Chowmein	200 gm	
2	Chicken Jalfrezi / Ginger	250 gm	
3	Chicken Shaslik with Fried Rice	250 gm	
4	Alfredo Pasta	250 gm	
5	Chicken Lasania	250 gm	
6	Chicken Dry Chilli with Fried Rice	250 gm	
7	Vegetable Fried Rice	120 gm	

e. Pakistani/Desi Food

S. #	List of Items to be Served	Size & Quality	Rate (Rs.)
1a	Chicken Biryani (with or without Potato)*	250 gm (half)	
1b	Chicken Biryani (with or without Potato)*	500 gm	
2a	Chicken Pulao (with or without Potato)*	250 gm (half)	
2b	Chicken Pulao (with or without Potato)*	500 gm	
3a	Beef Biryani (with or without Potato)*	250 gm (half)	
3b	Beef Biryani (with or without Potato)*	500 gm	
4a	Beef Pulao (with or without Potato)*	250 gm (half)	
4b	Beef Pulao (with or without Potato)*	500 gm	
5	Chicken Karahi/Qorma/any Chicken Curry*	250 gm	
6	Chicken Nehari	250 gm	
7	Chicken Handi	250 gm	
8	Daal	250 gm	
9	Plain Rice	150 gm	
10	Daal Chawal	200 gm	
11	Mix Vegetable	250 gm	
12	Chicken Haleem	250 gm	
13	Chicken Tikka	150 gm	
14	Chicken Roll in Pori Paratha (Garlic, Cheese, Mayonnaise, Chatni & Reshmi Kabab)	Standard Size	
15	Fruit Chaat (Fresh Fruits)	80 gm	

*Meat Ratio: 10 pieces of Chicken in a 1-kilogram food

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MENU FOR EVENTS

- Food up to 150 persons with Crockery, Cutlery & serving for different kinds of meetings, conferences, seminars and small Events per head, without any additional cost.
- All items required to be served on the specified location with the best quality of crockery and cutlery of Ceramic, Melamine and Disposable as per requirement.
- The payment for beverages and water will be made on actual consumption as per MRP.
- 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.
- Refreshment items should be equivalent in size and quantity to those provided by United King, Rehmat-e-Shireen, or Kababjees Bakers.

a. Refreshments/Hi-Tea

Menu No.	Description	Tentative Events	Qty Per Head	Tentative Overall Qty	Rate Per Head
1.	<ul style="list-style-type: none"> Snack Pack Biscuits Tea/Juices (Slice) 	200	3	4,000	
			1		
2.	<ul style="list-style-type: none"> Chicken Samosa (one bite) Snack Pack Biscuits Tea + Coffee + Green Tea 	50	3	400	
			2		
			1		
3.	<ul style="list-style-type: none"> Aaloo Samosa (One Bite) Snack Pack Biscuits Tea + Coffee + Green Tea 	100	3	500	
			2		
			1		
4.	<ul style="list-style-type: none"> Chicken Pie Fruit Cake / Marble Cake / Pastry Tea + Coffee + Green Tea 	40	1	200	
			2		
			1		
5.	<ul style="list-style-type: none"> Bakery Biscuits (Assorted) Aaloo Samosa (One Bite) Assorted Sandwiches (including Brown Bread sandwich) Tea + Coffee + Green Tea 	10	2	700	
			1		
			2		
			1		
6.	<ul style="list-style-type: none"> Aaloo Samosa (One Bite) Bakery Biscuits (Assorted) Tea + Coffee + Green Tea 	50	3	1,200	
			3		
			1		
7.	<ul style="list-style-type: none"> Chicken Samosa (One Bite) Bakery Biscuits (Assorted) Tea + Coffee + Green Tea 	50	3	1,200	
			3		
			1		
8.	<ul style="list-style-type: none"> Bakery Biscuits (Assorted) Chicken Samosa (One Bite) Assorted Sandwiches (including Brown Bread sandwich) Tea + Coffee + Green Tea 	10	2	200	
			3		
			2		
			1		

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Menu No.	Description	Tentative Events	Qty Per Head	Tentative Overall Qty	Rate Per Head
9.	<ul style="list-style-type: none"> Chicken Samosa (One Bite) Brownie / Lemon Tart Tea + Coffee + Green Tea 	10	3	200	
			2		
			1		
10.	<ul style="list-style-type: none"> Spring Roll (Small) Assorted Sandwiches Fruit Cake / Marble Cake Tea + Coffee + Green Tea 	10	2	200	
			2		
			2		
			1		
11.	<ul style="list-style-type: none"> Aaloo Samosa (One Bite) Club Sandwiches with Fries (small) Tea + Coffee + Green Tea 	15	3	50	
			0.5		
			1		
12.	<ul style="list-style-type: none"> Aaloo Samosa (One Bite) Spring Roll (Small) Bakery Biscuits Lemon Tart Assorted Sandwiches (<i>including Brown Bread sandwich</i>) Tea + Coffee + Green Tea 	10	3	250	
			2		
			2		
			1		
			2		
			1		
13.	<ul style="list-style-type: none"> Chicken Nuggets Chicken Sandwich Gulab Jamun (medium) Tea + Coffee + Green Tea 	10	3	400	
			2		
			4		
			1		
14.	<ul style="list-style-type: none"> Chana Chaat Dahi Phulki (Sweet & Sour) Tea + Coffee + Green Tea or Mix Tea 	50	1 portion	600	
			1 portion		
			1		
15.	<ul style="list-style-type: none"> Chana Chaat Dahi Phulki (Sweet & Sour) Aaloo Samosa (One bite) Tea + Coffee + Green Tea or Mix Tea 	8	1 portion	600	
			1 portion		
			3		
			1		
16.	<ul style="list-style-type: none"> Chana Chaat Dahi Phulki (Sweet & Sour) Assorted Sandwiches Aaloo Samosa (One Bite) Tea + Coffee + Green Tea or Mix Tea 	6	1 portion	600	
			1 portion		
			2		
			3		
			1		
17.	<ul style="list-style-type: none"> Aaloo Samosa (One bite) Brownies Drumsticks Lemon Tart Juices (Fresh Juices, Serve in glass) Assorted Sandwiches (<i>including Brown Bread sandwich</i>) Tea + Coffee + Green Tea 	8	1	150	
			1		
			1		
			2		
			1		
			1		
			1		
			1		

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Menu No.	Description	Tentative Events	Qty Per Head	Tentative Overall Qty	Rate Per Head
18.	<ul style="list-style-type: none"> Aaloo Samosa (Large) Brownie Slice Juice 	6	1.5	400	
			1		
			1		
19.	<ul style="list-style-type: none"> Chicken Sandwich (small) Chicken Patties Slice Juice 	10	2	400	
			1		
			1		
20.	<ul style="list-style-type: none"> Chicken Cutlet / Shami Kabab Fruit Cake / Marble Cake Tea + Coffee + Green Tea 	10	2	30	
			2		
			1		
21.	<ul style="list-style-type: none"> Chicken Croissant Chicken Cheese Patties (One bite) Brownie / Lemon Tart Tea + Coffee + Green Tea 	10	1	50	
			2		
			1		
			1		

b. Lunch / Dinner Menu

Menu No.	Menu for Lunch / Dinner	Tentative Event	Tentative Overall Qty	Rate (Rs.) per head
i.	Crockery, Cutlery & Services	50	200	
ii.	Live Tea (for minimum 100 person in an event) <i>With disposable glass</i>	30	500	
iii.	Ice Cream on Cart with scoop and live cone (for minimum 100 person in an event) – With two / three flavors	20	600	
iv.	<ul style="list-style-type: none"> Raita & Green Salad 	700	each	
1.	<ul style="list-style-type: none"> Beverages .i.e. Mineral Water, Cold Drink and Tea/Coffee/Green Tea 	700	1500	
2.	<ul style="list-style-type: none"> Chicken Biryani / Chicken Pulao Kheer / Fruit Trifle / Custard 	50	1500	
3.	<ul style="list-style-type: none"> Chicken Biryani/Chicken Pulao/Afghani Pulao Chicken Tikka Kheer / Fruit Trifle / Custard 	40	1000	
4.	<ul style="list-style-type: none"> Chicken Biryani/Chicken Pulao/Afghani Pulao Seekh Kabab Kheer / Fruit Trifle / Custard 	40	1000	
5.	<ul style="list-style-type: none"> Chicken Biryani/Chicken Pulao Chicken Karahi/Chicken Qorma /Chicken Achari/ Chicken White Qorma Chicken Tikka Milky Naan / Chapati Kheer / Fruit Trifle / Custard 	60	1500	

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Menu No.	Menu for Lunch / Dinner	Tentative Event	Tentative Overall Qty	Rate (Rs.) per head
6.	<ul style="list-style-type: none"> Chicken Biryani/Chicken Pulao Chicken Karahi/Chicken Korma/Chicken White Qorma Seekh Kabab Milky Naan / Chapati Kheer / Fruit Trifle / Custard 	60	1500	
7.	<ul style="list-style-type: none"> Chicken Fried Rice Chicken Jalfrazi / Shahshlik Kheer / Fruit Trifle / Custard 	60	1000	
8.	<ul style="list-style-type: none"> Chicken Manchurian Chicken Fried Rice Shahi Tukray 	60	1000	
9.	<ul style="list-style-type: none"> Chicken Handi (Boneless) Milky Naan / Chapati 	20	200	
10.	<ul style="list-style-type: none"> Chicken Karahi Milky Naan / Chapati 	20	200	
11.	<ul style="list-style-type: none"> Chicken Handi (Boneless) Chicken Pulao Milky Naan / Chapati Kheer / Fruit Trifle / Custard / Gulab Jam 	20	300	
12.	<ul style="list-style-type: none"> Chicken Yakhni Pulao Chicken Ginger Kheer / Fruit Trifle / Custard Fresh Fruit Platter Salad & Raita Milky Naan / Chapati 	20	300	
13.	<ul style="list-style-type: none"> Beef Biryani (1.25 meat - Boneless) Chicken Karahi (Live) Chicken Tikka Carrot Halwa (equivalent to Rehmat e Shireen) / Rabri Kheer / Loki Halwa / Cream Cocktail Live Naan & Chapatti 	100	500	
14.	<ul style="list-style-type: none"> Chicken Biryani Chicken Green Karahi Chicken Malai Boti Carrot Halwa / Rabri Kheer / Loki Halwa / Cream Cocktail Milky Naan / Chapati Raita + Russian Salad 	100	500	

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Menu No.	Menu for Lunch / Dinner	Tentative Event	Tentative Overall Qty	Rate (Rs.) per head
15.	<ul style="list-style-type: none"> Chicken Biryani / Chicken Pulao Shami Kabab Kheer / Fruit Trifle / Custard (in disposable Box) 	400	1500	
16.	<ul style="list-style-type: none"> Chicken Biryani / Chicken Pulao Chicken Tikka Kheer / Fruit Trifle / Custard (in disposable Box) 	400	1500	
17.	Salads <ul style="list-style-type: none"> Russian Salad Mixed Pakistani Salad German Potato Salad Noodle Salad Fresh Garden Salad Main Course <ul style="list-style-type: none"> Crumbed Fried Fish with tartar Sauce Chicken Karahi (Live) Chicken Yakhni Pulao Vegetable Bhujia / Mix Vegetable Beef Chapli Kabab / Chicken Haleem Milky Naan / Chapati Raita, Dahi, Achar, Chutney Dessert <ul style="list-style-type: none"> Carrot Halwa / Rabri Kheer / Loki Halwa / Cream Cocktail Kheer / Fruit Trifle / Custard Chocolate Mousse 	10	200	
18.	<ul style="list-style-type: none"> Beef Biryani 1.25 meat (Boneless) Mutton Karahi - Live Chandan Kabab / Turkish Kabab Palak Paneer / Mix Sabzi / Daal Makhni / Daal with zeera Rice Carrot Halwa / Rabri Kheer / Loki Halwa / Cream Cocktail Milky Naan / Chapati Raita / Salad 	10	200	

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Menu No.	Menu for Lunch / Dinner	Tentative Event	Tentative Overall Qty	Rate (Rs.) per head
19.	<ul style="list-style-type: none"> • Chicken Biryani • Mutton Karahi (Live) • Chandan Kabab / Turkish Kabab • Palak Paneer / Mix Sabzi / Daal Makhni / Daal with zeera Rice • Cream Cocktail / Rabri Kheer / Gajar Halwa / Loki Halwa • Milky Naan / Chapati • Raita / Salad 	10	200	
	<ul style="list-style-type: none"> • Beef Biryani 1.25 meat (Boneless) • Mutton Kunna • Chandan Kabab / Turkish Kabab • Palak Paneer / Mix Sabzi / Daal Makhni / Daal with zeera Rice • Cream Cocktail / Rabri Kheer / Gajar Halwa / Loki Halwa • Live Tandoor (Roghni Naan) • Raita / Salad 	10	200	
20.	<ul style="list-style-type: none"> • Beef Biryani 1.25 meat (Boneless) • Mutton Kunna • Chicken Tikka (BBQ) • Palak Paneer / Mix Sabzi • Cream Cocktail / Rabri Kheer / Gajar Halwa / Loki Halwa • Live Tandoor (Roghni Naan) • Raita / Salad 	10	200	

c. Breakfast

Menu No.	Description for Breakfast	Tentative Event	Rate (Rs.) per head
1.	<ul style="list-style-type: none"> • Egg Omelet/Half Fry • Paratha • Tea 	20	
2.	<ul style="list-style-type: none"> • Jam Butter • Toast • Tea 	20	
3.	<ul style="list-style-type: none"> • Puri with Chana and Aaloo Tarkari and Halwa 	20	

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10. Terms of Reference

- a. **Signing of Contract Agreement:** The Selected 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 Selected 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 Selected 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 Selected Service Provider and the IBA. That upon termination of this agreement, The Selected 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 Selected 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 Selected 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.

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

14. General Conditions of Contract

This Agreement is made at Karachi on this day, _____, 2025

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

_____, having its office at _____, Karachi hereinafter referred to as **"The Selected 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 Selected Service Provider is in the business of Cafeteria Services/operation and sales of edible items. The IBA intends to obtain services of a professional operator of Cafeteria 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 Selected Service Provider' as the official operator of the Cafeteria Services for Main Campus & City Campus 'The Selected 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 Cafeteria 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 Selected Service Provider.
- 1.3 The IBA will not be responsible for any incident, accident, or mishap on the premises of rented premises. The Selected 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 ranging Rs. 1,000/- to Rs. 100,000/- for each case 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 Selected 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 Selected Service Provider' as a result of any damage in the title of 'IBA' or any fault, neglect, misbehavior or/and quality of food and payment(s) by The Selected Service Provider which disturbs or damage the reputation, quality or the standard of the services provided by The Selected 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 Selected 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 Selected 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 Selected 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 Selected Service Provider will have to be registered with the relevant authority.
- 11.2 That The Selected 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 Selected 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 Selected Service Provider should visit at least twice in a month and submit their report to IBA.
- 11.10 The Selected 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 Selected Service Provider.

ARTICLE XIII
MAINTENANCE

- 13.1 The Selected 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 Selected 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 Selected Service Provider

ARTICLE XIV
CLEANLINESS

- 14.1 That The Selected 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 Selected Service Provider.
- 14.2 The Selected 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 Selected Service Provider to dispose of waste/garbage material.
- 14.3 The Selected 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 Selected 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 Selected 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.