

*Tender Fee: Rs. 2000/-
(Non-Refundable)*

TENDER FORM

Tender # MISC/01/20-21

Cafeteria Services (Framework Contract)

Date of Issue : **September 16, 2020**

Last Date of Submission : **October 07, 2020 (3:00 PM)**

Date of Opening of Tender : **October 07, 2020 (3:30 PM)**

Company Name: _____

NTN: _____

SRB / GST Registration Number: _____

Pay Order / Demand Draft # _____, **Drawn on Bank** _____

Amount of Rs. _____, **Dated:** _____

C O N T E N T S

1. Introduction	Page 3
2. Instructions	Page 4
3. Scope of Cafeteria Services	Page 5
4. Cafeteria Services	Page 6
5. Menu for Events	Page 13
6. Cafeteria Location	Page 22
7. Bidding Data	Page 23
8. Bidder Qualification Criteria	Page 24
9. General Information	Page 25
10. Terms of Reference	Page 26
11. Integrity Pact	Page 29
12. Draft Contract Agreement	Page 31

1. Introduction

Dear Tenderer:

Thank you for your interest you have shown in response to the IBA's advertisement which has floated in IBA & SSPRA websites and leading newspapers on September 16, 2020 to Cafeteria Services (Framework Contract).

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 meet our prime & basic specifications through this transaction.

Thank you.

-sd-
Registrar

2. Instructions

- (a) 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) 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 un-answered please, write 'Not Applicable'. If you need more space please attach a paper & clearly mention item/column name or number etc that referred the column/item of the Tender Form.
- (c) You can collect the Tender Document from the office of Head of Procurement, Ground Floor, Fauji Foundation Building, IBA Main Campus, University Road, Karachi from September 16, 2020 to October 07, 2020 during working 9:00 AM to 3:00 pm.
- (d) The last date of submit the Tender Document in sealed envelope in October 07, 2020 by 3:00pm in the Office of the Security Office, Gate # 4, IBA Main Campus, University Road, Karachi. The Tender will be opened on same day at 3:30 PM in the presence of representatives who may care to attend.
- (e) 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) 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 Delivery/Completion of work / Contract / Warranty, whichever is longest.
- (g) Please mention "Tender Number" at top left corner of the envelopes. Client 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) Should you need further any assistance / guidance please feel free to contact with Mr. Muhammad Ather Rana on the following numbers: 38104700 Ext: 2010. Or Cell # 03362585084.

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3. Scope of Cafeteria Services

Scope of the Services is not limited to following only:

- a) It is vitally important to understand the philosophy of the new food paradigm within IBA. Quality exists in totality and not in bits and pieces. Therefore, all activities of IBA must conform to high quality standards in line with the TQM (Total Quality Management) Concept.
- b) The food should be Hygienic, Nutritional and suit the taste buds of all stake holders. The quality must not only be built into the food it must be apparent from the presentation, appearance and handling.
- c) We expect service provider to be fully aware of the modern principles of diet, food standard and calorie requirements of all age groups. Such food must be offered at reasonable prices to suit pocket of students and staff alike.
- d) Thus we expect some kind of certifications / licensing from some widely acceptable licensing authority. Such licensing must cover standard operating procedures for the entire supply chain including raw material source, its procurement handling cleaning, cutting etc. and later cooking, storage and serving the same. This implies adequate training, motivation, compensation and continuous monitoring of the entire staff. IBA would constantly monitor strict adherence to agreed SOPs at all times. This is not an ordinary food system but one based on the most modern concepts of food science.
- e) Menu list should have an assortment of hygienic and healthy items comprising Pakistani, Fast Food, and Chinese & Italian Food. Including availability of a separate counter for some salad/drinks and various in-between meal options such as sandwiches and other healthy snacks.
- f) Service Provider must provide a menu & price list which demonstrates their concept of our type of food.
- g) To support your claim of full understanding of the above food services please attach all certificates, letter of reference, awards, and any other supporting documents.

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4. Cafeteria Services **(Framework Contract)**

S. #	List of Items to be Served	Weight	Quality	Rate (Rs.)
	Tea & Beverages			
1	Tea Mix (with Everyday Milk or equivalent)	110 ml	Nestle (Everyday) milk or equivalent	
2	Tea - (Tea Bag)	110 ml	- Everyday or equivalent - Tapal/Lipton or equivalent	
3	Green Tea (Tea Bag)	110 ml	Tapal/Lipton or equivalent	
4	Coffee (Nescafe) or equivalent	110 ml	Nestle (Nescafe) or equivalent	
5	Cold Drinks (Chilled)			
	a. Pepsi, 7up, Dew, Mirinda or equivalent	250 ml	Glass bottles	
	b. Pepsi, 7up, Dew, Mirinda or equivalent	200 / 300 ml	Can	
	c. Pepsi, 7up, Dew, Mirinda or equivalent	345 ml	Disposable	
	d. Pepsi, 7up, Dew, Mirinda or equivalent	1.5 ltr	Disposable	
	e. Sting or equivalent	200 & 500 ml	Can and Disposable	
6	Juices			
	a. Slice (Chilled) or equivalent	200 ml	As per Market Standard	
	b. Tropicana or equivalent (Chilled – All flavor)	200 ml		
	c. Rani Juice or equivalent	240 ml		
	d. Red Bull or equivalent	250 ml		
	e. Pakola Milk or equivalent (Chilled – All flavor)	250 ml		
7	Mineral Water (Aquafina) or equivalent – Chilled	500 ml		
8	Mineral Water (Aquafina) or equivalent – Chilled	1000 ml		

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	Refreshment/Fast Food			
1.	Chicken Burger/Beef Burger (with french fries, salad & sauce)	120gm	*With Fresh/Frozen Meat (Any good brand), Ketchup Sachet (Shangrilla/Shezan or equivalent), Mayonnaise (Youngs/Sufi/Shangrilla or equivalent) with Tissue	
2.	Zinger Burger (with french fries, salad & sauce)	200gm	With Fresh/Frozen Meat (Any good brand), Ketchup Sachet (Shangrilla/Shezan or equivalent) , Mayonnaise (Youngs/Sufi/Shangrilla or equivalent) with Tissue	
3.	Chicken Boti Burger (with french fries, salad & sauce)	180gm	Fresh/Frozen Meat (Any good brand), Ketchup Sachet (Shangrilla/Shezan or equivalent) , Mayonnaise (Youngs/Sufi/Shangrilla or equivalent) with Tissue	
4.	Chicken Sandwich	120gm	Fresh/Frozen Meat (Any good brand), Ketchup Sachet (Shangrilla/Shezan or equivalent), Mayonnaise (Youngs/Sufi/Shangrilla or equivalent) with Tissue	
5.	Chicken Broast	300gm	Fresh/Frozen Meat (Any good brand), Ketchup Sachet (Shangrilla/Shezan or equivalent), Mayonnaise (Youngs/Sufi/Shangrilla or equivalent) with Tissue	

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6.	Club Sandwich	140gm	Fresh/Frozen Meat (Any good brand), Ketchup Sachet (Shangrilla/Shezan or equivalent), Mayonnaise (Youngs/Sufi/Shangrilla or equivalent) with Tissue	
7.	Aaloo Samosa (in Paper Plate with tomato ketchup)	80-100 gm	All items should be prepared with fresh meat/ vegetables/ fruits/spices/dairy product or other ingredients and fresh oil high quality refined OMEGA-3 cooking oil for e.g. soya supreme or equivalent	
8.	Chicken Samosa/Beef Samosa (in Paper Plate with tomato ketchup)	60gm		
9.	Chinese Samosa (in Paper Plate with tomato ketchup)	60gm		
10.	Spring Roll/Chinese Roll (in Paper Plate with tomato ketchup)	90gm		
11.	Chicken Patties (in Paper Plate with tomato ketchup)	110gm		
12.	Vegetable Patties (in Paper Plate with tomato ketchup)	80gm		
13.	Chana Chat	120gm		
14.	Dahi Baray (Sweet & Sour)	120gm		
15.	Chicken Paratha Roll (Paper Plate with tomato ketchup)	100 gm		
16.	French Fries (with good quality ketchup)	100-150 gm		
17.	Pizza Slice/Mini Pizza	As per standard		
18.	Bread Roll	As per standard		
19.	Chicken Bar B Q Sandwich	As per standard		
20.	Chicken Cheese Roll	As per standard		
21.	Chicken Croissant	As per standard		
22.	Pastry	As per standard		
23.	Donuts	As per standard		
24.	Brownie	As per standard		

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25.	Lemon Tart	As per standard	All items should be prepared with fresh meat/ vegetables/ fruits/spices/dairy product or other ingredients and fresh oil high quality refined OMEGA-3 cooking oil for e.g. soya supreme or equivalent	
26.	Chocolate Tart	As per standard		
27.	Coffee Pastry	As per standard		
28.	Fudge Pastry	As per standard		
29.	Chicken Pie	As per standard		
30.	Mini Croissant	As per standard		
31.	Chocolate Cup Cake	As per standard		
32.	Chocolate Roll	As per standard		
33.	Biscuits (All type)	Ticky Pack, Half Roll & Snack Pack	All Brands	
34.	Ice Cream	All sizes	Walls/Igloo/Omore or equivalent	
Breakfast Deals				
1	*Paratha, *Qeema, *Tea / Coffee	As per standard	Paratha Dawn or equivalent (Plain & Whole Wheat) or Fresh/ Frozen Meat Good quality, Tea/Coffee as per standard	
2	*4 Slice, *Butter / Jam, *Tea / Coffee	As per standard	Bread – Granny/Dawn or equivalent Butter – Noorpur or equivalent Jam – Good Quality Tea / Coffee as per standard	
3	Puri with Aaloo & Chana Tarkari & Halwa	As per standard	As per Darbar/Disco/Delicacy Bakers standard or equivalent	
4	Anda with Paratha	As per standard	Paratha Dawn or equivalent (Plain & Whole Wheat) or Fresh	

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5	Aaloo Paratha	As per standard	Paratha Dawn or equivalent (Plain & Whole Wheat) or Fresh	
6	Nutella Paratha	As per standard	Paratha Dawn or equivalent (Plain & Whole Wheat) or Fresh	
7	French Toast	As per standard	Bread – Granny/Dawn or equivalent	
8	Omelet	As per standard	As per standard	
	Chinese			
1	Chicken Chowmein	200gm	All items should be prepared with fresh meat/ vegetables/ fruits/spices/dairy product or other ingredients and fresh oil high quality refined OMEGA-3 cooking oil for e.g. soya supreme or equivalent	
2	Chicken Jalfrezi / Ginger	250gm		
3	Chicken Shaslik with Fried Rice	250gm		
4	Chicken Pasta	250gm		
5	Chicken Lasania	250gm		
6	Chicken Dry Chilli with Fried Rice	250gm		
7	Chicken Fried Rice	120gm		
	Pakistani			
1	Chicken Biryani/Beef Biryani (with and without Aaloo)	500gm	10 piece of Chicken in a KG – Fresh/Frozen Meat (Any good brand) Rice: Sela/Basmati (Brand: Super Kernal/Ponam or equivalent) with Good Quality of Ingredients	
2	Chicken Pulao/Beef Pulao	500gm	10 piece of Chicken in a KG – Fresh/Frozen Meat (Any good brand) Rice: Sela/Basmati (Brand: Super Kernal/Ponam or equivalent) with Good Quality of Ingredients	
3	Chicken Karahi / Qorma / any Chicken Curry and Beef Qorma	250 gm	10 piece of Chicken in a KG – Fresh/Frozen Meat (Any good brand) with Good Quality of Ingredients	

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4	Chicken Nehari/Beef Nehari	250 gm	10 piece of Chicken in a KG - Fresh/Frozen Meat (Any good brand) with Good Quality of Ingredients	
5	Chicken Handi	250 gm	Boneless Fresh/Frozen Meat (Any good brand) with Good Quality of Ingredients	
6	Daal	250 gm	Ponam or equivalent with Good Quality of Ingredients	
7	Plain Rice	150 gm	Rice: Sela/Basmati (Brand: Super Kernal/Ponam or equivalent)	
8	Daal Chawal	200 gm	Rice: Sela/Basmati (Brand: Super Kernal/Ponam or equivalent) with Good Quality of Ingredients	
9	Mix Vegetable	250 gm	Fresh Vegetables with Good Quality of Ingredients	
10	Chicken Haleem/Beef Haleem	250 gm	Fresh/Frozen Meat (Any good Quality) with Good Quality of Ingredients	
11	Chicken Tikka	150 gm	Good Quality	
12	Chicken Roll (Garlic, Cheese, Chatni & Reshmi Kabab)		Pori Paratha with Fresh/Frozen Meat (Any good brand), Ketchup Sachet (Shangrilla/Shezan or equivalent), Mayonnaise (Youngs/Sufi/Shangrilla or equivalent) with Tissue	
11	Fruit Chaat	80 gm	With Fresh Fruits	

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1. Compliance with rules of Govt. food agencies are mandatory which is required to maintain, hygiene safety and quality standards for example Sindh Food Authority etc.
2. Selected bidder shall provide proper Uniform to their staff.
3. Bidder should have facility to serve the meal/refreshment in offices or meeting rooms to the Faculty and Staff without additional charge.
4. Selected bidder would be responsible for maintaining high standard of cleanliness of the Cafeteria premises.
5. IBA Management has the first right to hold their official events in the Cafeteria premises. IBA management will inform the booking of the premises in advance.
6. All items should be prepared with fresh meat/ vegetables/ fruits/spices/dairy product or other ingredients and fresh oil high quality refined OMEGA-3 cooking oil for e.g. soya supreme or equivalent.
7. IBA may give orders through petty purchase/RFQ to any other vendor, specially where any specific menu is not available through Selected bidder.

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5. Menu for Events

(Crockery, Cutlery & serving including necessary decoration for different kinds of meeting, conferences, seminars and Events per head)

Note: All items required to serve on the specified location with best quality of crockery and cutlery of Ceramic, Melamine and Disposable as per requirement)

All menu required with crockery, cutlery & serving

a. Refreshments/Hi-Tea

S. No.	Description for Refreshments / Hi-Tea Note: *Please provide rates of per head **All menu required with crockery, cutlery & serving	Rate Per Head
1.	Menu - 1 1. Tea/Coffee/Green Tea 2. Ticky Pack Biscuit (Assorted)	
2.	Menu - 2 1. Tea/Coffee/Green Tea 2. Chicken Samosa (Small)	
3.	Menu - 3 1. Tea/Coffee/Green Tea 2. Aaloo Samosa (One Bite)	
4.	Menu - 4 1. Tea/Coffee/Green Tea 2. Assorted Sandwiches	
5.	Menu - 5 1. Aaloo Samosa (Large) 2. Dates – Good Quality 3. Mix Tea	
6.	Menu - 6 1. Tea/Coffee/Green Tea 2. Chicken Samosa (Small) 3. Assorted Cookies	
7.	Menu - 7 1. Tea/Coffee/Green Tea 2. Assorted Cookies 3. Aaloo Samosa (One Bite) 4. Assorted Sandwiches	
8.	Menu - 8 1. Tea/Coffee/ Green Tea 2. Aaloo Samosa (One Bite) 3. Bakery Biscuits	
9.	Menu - 9 1. Tea/Coffee/ Green Tea 2. Chicken Samosa (Small) 3. Bakery Biscuits	

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10.	Menu – 10 1. Tea/Coffee/Green Tea 2. Chicken Samosa (One Bite) 3. Assorted Sandwiches 4. Bakery Biscuits	
11.	Menu – 11 1. Tea/Coffee/Green Tea 2. Beef samosa (One Bite) 3. Assorted Sandwiches 4. Bakery Biscuits	
12.	Menu – 12 1. Tea/Coffee/Green Tea 2. Spring Roll (Half) 3. Assorted Sandwiches 4. Cake Slice	
13.	Menu – 13 1. Tea/Coffee/Green Tea 2. Chicken Samosa (One Bite) 3. Assorted Sandwiches 4. Bakery Biscuits	
14.	Menu – 14 1. Tea/Coffee/Green Tea 2. Samosa - Aaloo (One bite) 3. Spring Roll (Half) 4. Assorted Sandwiches 5. Bakery Biscuits 6. Lemon Tart	
15.	Menu – 15 1. Chicken Nuggets 2. Chicken Sandwich 3. Gulab Jamun 4. Tea/Coffee/Green Tea	
16.	Menu – 16 1. Chana Chaat 2. Dahi Phulki (Sweet & Sour) 3. Assorted Sandwiches 4. One bite Aaloo Samosa 5. Mix Tea	
17.	Menu – 17 1. Dahi Phulki (Sweet & Sour) 2. Chana Chaat 3. One bite Aaloo Samosa 4. Mix Tea	
18.	Menu – 18 1. One bite Aaloo Samosa 2. Assorted Sandwiches 3. Brownies 4. Drum Sticks 5. Lemon Tart 6. Tea, Coffee, G.Tea 7. Juices	

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19.	Menu – 19 Snack Pack Biscuits Tea/Juices	
20.	Staff Tea Serving tea (110 ml) twice a day to all the IBA Staff members. Scope: To deliver Tea in vacuum jug (maintained by the vendor) in respective departments pantries as per requirement.	

b. Lunch / Dinner Menu

S. No.	Description for Lunch / Dinner	Rate (Rs.)
	Please provide rates: 1. With or without raita salad 2. With complete Crockery, Cutlery and Services 3. With or without Beverages i.e., Mineral Water, Cold Drink and Tea/Coffee	
1.	Menu # 1 Chicken Biryani or Chicken Pulao Kheer or Fruit Trifle or Custard	
2.	Menu # 2 Beef Biryani or Beef Pulao Kheer or Fruit Trifle or Custard	
3.	Menu # 3 Chicken Biryani/Chicken Pulao/Chicken Afghani Pulao Chicken Tikka Kheer or Fruit Trifle or Custard	
4.	Menu # 4 Beef Biryani/Beef Pulao Malai Boti Kheer or Fruit Trifle or Custard	
5.	Menu # 5 Chicken Biryani/Chicken Pulao/Chicken Afghani Pulao Malai Boti Seekh Kabab Kheer or Fruit Trifle or Custard	
6.	Menu # 6 Chicken Biryani/Chicken Pulao/Chicken Afghani Pulao Seekh Kabab Kheer or Fruit Trifle or Custard	

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7.	<u>Menu # 7</u> Chicken Biryani/Chicken Pulao Chicken Karahi/Chicken Qorma/Chicken Achari/ Chicken White Qorma Chicken Tikka Naan/Taftaan/Chappati Kheer or Fruit Trifle or Custard	
8.	<u>Menu # 8</u> Beef Biryani/Beef Pulao Chicken Karahi/Chicken Korma/Chicken White Qorma Seekh Kabab Naan/Taftaan/Chappati Kheer/Fruit Trifle/Custard	
9.	<u>Menu # 9</u> Chicken Biryani/Chicken Pulao Chicken Karahi/Chicken Korma/Chicken White Qorma Malai Boti Naan/Taftaan/Chappati Kheer/Fruit Trifle/Custard	
10.	<u>Menu # 10</u> Chicken Biryani/Chicken Pulao Chicken Karahi/Chicken Korma/Chicken White Qorma Shami Kabab Naan/Taftaan/Chappati Kheer/Fruit Trifle/Custard	
11.	<u>Menu # 11</u> Chicken Biryani/Chicken Pulao Mini Tikka/Shami Kabab Kheer/Fruit Trifle/Custard	
12.	<u>Menu: # 12</u> Chicken Fried Rice Chicken Jalfrazi / Shahshlik Kheer/Fruit Trifle/Custard	
13.	<u>Menu: # 13</u> Chicken Fried Rice Chicken Shahshlik Kheer/Fruit Trifle/Custard	
14.	<u>Menu: # 14</u> Chicken Dry Chilli Chicken Fried Rice Gulab Jamon / Gajar Halwa	

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15.	<u>Menu # 15</u> Chicken Handi Naan/Taftaan/Chappati	
16.	<u>Menu # 16</u> Chicken Handi Chicken Pulao Naan/Taftaan/Chappati Kheer/Fruit Trifle/Custard/Gulab Jam	
17.	<u>Menu # 17</u> Chicken Karahi Naan/Taftaan/Chappati	
18.	<u>Menu # 18</u> Beef Biryani Chicken Tikka Lab e Shireen	
19.	<u>Menu # 19</u> Beef Biryani Chicken Karahi (Live) Chicken Tikka Rabri Kheer/Gajar Halwa Naan/Taftaan/Chappati Raita / Salad M/Water & Cold Drink as per actual	
20.	<u>Menu # 20</u> Chicken Pulao Potato Cutlet Chicken Handi Mix Sabzi Ice cream Fresh Fruit Tray	
21.	<u>Menu # 21</u> Pese Pulao Chk Karhai Shami Kabab Gulab jamun Raita, Salad Naan, Soft drink	
22.	<u>Menu # 22</u> Chicken Cutlets with Sautéed Vegetables with Bread Slice Shahi Tukray Russian Salad Plain Sandwich Tea/Coffee	
23.	<u>Menu # 23</u> Chicken Dry Chilli with Fried Rice Shahi Tukra Russian Salad	

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24.	<p><u>Menu # 24</u> Chicken Yakhni Pulao Chicken Ginger Fruit Trifle Fresh Fruit Platter Salad & Raita Naan & Chapatti Mineral Water & Cold Drink Tea & Coffee</p>	
25.	<p><u>Menu # 25</u> Chicken Shashlik with Fried Rice Chicken Karahi Rabri Kheer Fresh Fruit Platter Salad & Raita Naan & Chapatti Mineral Water & Cold Drink Tea & Coffee</p>	
26.	<p><u>Menu # 26</u> Beef Biryani Chicken Karahi (Live) Chicken Tikka Carrot Halwa Salad & Raita Live Naan & Chapatti Mineral Water & Cold Drink Tea & Coffee</p>	
27.	<p><u>Menu # 27</u> Egg Fried Rice Chili Chicken Ice Cream Raita, Salad Naan, Cold Drink</p>	
28.	<p><u>Menu # 28</u> Chicken Biryani Chicken Green Karahi Chicken Malai Boti Kheer Naan/Taftaan Raita + Russian Salad Cold Drinks Mineral Water</p>	

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29.	<u>Menu # 29</u> Chicken Biryani Koftee Chicken Bora Fried Cherry Cream Naan/Taftaan Raita + Salad Cold Drinks Mineral Water	
30.	<u>Menu # 30</u> Chicken Biryani Chicken Achari Chicken Bora Fried Kheer Raita, Salad Naan, Cold Drink	
31.	<u>Menu # 31</u> Chicken Manchurian Chicken Fried Rice Shahi Tukray	
32.	<u>Menu # 32 (In Disposable Box)</u> Chicken Biryani/Chicken Pulao Chicken Tikka Kheer Cold Drink (300 ml)	
33.	<u>Menu # 33 (In Disposable Box)</u> Chicken Biryani/Chicken Pulao Shami Kabab Kheer Cold Drink (300 ml)	
34.	<u>Menu # 34</u> <u>Salads</u> Mixed Pakistani Salad Cucumber in Yogurt Pasta Salad German Potato Salad Fresh Garden Salad <u>Main Course</u> Chicken Masala Biryani Chicken Badami Qorma Beef Seekh Kabab Palak Paneer Nan, Taftan Raita, Dahi, Achar, Chutney Cream Caramel Hot Gulab Jaman	

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35.	<p><u>Menu # 35</u> <u>Salads</u> Apple & Cabbage Salad Noodle Salad Cucumber in Dill Dressing Mixed Bean Salad Fresh Garden Salad</p>	
	<p><u>Main Course</u> Mutton Sindhi Biryani Chicken Khara Masala Chicken Behari Boti (on bone) Pasta Alfredo Nan, Taftan Raita, Dahi, Achar, Chutney <u>Dessert</u> Kheer Lemon Soufle</p>	
36.	<p><u>Menu # 36</u> <u>Salads</u> Kachumber German Potato Salad Chickpeas Salad Noodle Salad Fresh Garden Salad</p>	
	<p><u>Main Course</u> Mutton Biryani Chicken White Qorma Chicken Boti Tikka (on bone) Beef Seekh Kabab Vegetable Bhujia Nan, Taftan Raita, Dahi, Achar, Chutney <u>Dessert</u> Fruit Trifle Shahi Tukra Cream Caramel</p>	

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37	<u>Menu # 37</u> <u>Salads</u> Russian Salad Mixed Pakistani Salad German Potato Salad Noodle Salad Fresh Garden Salad	
	<u>Main Course</u> Crumbed Fried Fish with tartar Sauce Chicken Karahi Chicken Pulao Vegetable Bhujia Beef Chapli Kabab Nan, Taftan Raita, Dahi, Achar, Chutney	
	<u>Dessert</u> Kheer Fruit Trifle Chocolate Mousse	

Note: The payment for beverages and water will be made on actual consumption.

c. Breakfast

S. No.	Description for Breakfast	Rate (Rs.)
	<u>Menu-1</u> Puri Tarkari (Chana and Aaloo) Halwa Kulcha Mix Tea	
	<u>Menu-2</u> Egg Omelet/Half Fry Paratha Tea	
	<u>Menu-3</u> Jam Butter Toast Tea	

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7. Cafeteria Location / Premises

S. #	Canteen with Locations
1.	Cafeteria for Alumni Student Centre Counter # 1 (Main Campus)
2.	Cafeteria / Canteen for Admajee Academic Block (Main Campus)
3.	Cafeteria / Canteen at Aman Tower 5 th Floor (City Campus)
4.	Student Lounge Cafeteria (City Campus)

Important Note:

1. The services will be hired according to SPPRA Single stage – one envelope procedure.
2. Rent of Facilities will be informed at the time of pre-bid meeting. Site visit will be held on October 01, 2020 at IBA Main Campus at 3pm with Assistant Manager Admin for understanding the exact nature of the job.
3. Rates for special events/meetings will be decided on mutual negotiations as per market rates.
4. Menu of lunch will be prepared on monthly basis. Daily menu of Student/Faculty & staff will comprise of at least 01 (one) item from each category of food given in "Menu" and any other food item may be inserted in monthly lunch menu of Student/Faculty & staff after negotiation.
5. Bidder shall be hired from the technically qualified bidder who has quoted the lowest financial bid and upon the recommendations of the relevant IBA Committee.
6. Both parties (IBA or service provider) can terminate the contract with the notice of one month period without assigning any reason.
7. For IBA Events, Payment on One Month Credit basis after submission of Bills.
8. Penalty of ranging Rs.1000/- to Rs.100,000/- for each case can be imposed by Head of Admin on the recommendation of cafeteria committee due to non-adherence of quality/quantity and any clause of bidding documents and agreement.
9. Use Till Machine/POS System for all Cash Counter in all Cafeteria.
10. Provide a **subsidize Lunch** for lower category staff.

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8. **Bidding Data**

- a. **Name of Procuring Agency: Institute of Business Administration, Karachi**
- b. **Brief Description of Works:** Cafeteria Services (Framework Contract)
- c. **Procuring Agency's address:** Main Campus, University Road, Karachi
- d. **Amount of Bid Security:** Bid Security of Rs5% 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.
- e. **Period of Bid Validity (days):** Ninety Days
- f. **Performance Security Deposit:** Successful bidder should provide 10% Performance Security (of bid amount per unit basis) total value of 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 Delivery/Completion of work / Contract.
- g. **Deadline for Submission of Bids along with time:** The last date of submit the Tender Document in sealed envelope in October 07, 2020 by 3:00pm in the Office of the Security Office, Gate # 4, IBA Main Campus, University Road, Karachi. The Tender will be opened on same day at 3:30 PM in the presence of representatives who may care to attend.
- h. **Venue, Time, and Date of Bid Opening:** Tender will be opened on October 07, 2020 on 3:30 PM at IBA Main Campus, University Road, Karachi.
- i. **Time for Completion from written order of commence:** 60 days
- j. **Liquidated damages:** 2% liquidated damages of the total amount will be imposed per month for which the contractor failed to complete work within the execution period.
- k. **Pay Order / Demand Draft # _____, Amount (Rs): _____**
Drawn on Bank: _____, Dated: _____

Stamp & Signature

9. Bidder Qualification Criteria

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

S. No	Mandatory Eligibility Criteria (Attach Supporting Document)	Remarks Yes / No
1	Minimum 03 years of relevant experience in multinational organization / hospitals / universities with no dissatisfactory performance.	
2	Last 3 years' annual turnover with minimum 15 million (per year) as bank statement or financial statement.	
3	Sales tax registration certificate both FBR and / or SRB" and NTN certificates at the time of submission of bidding document.	
4	ISO and other Health & Safety related certification with regard to food from a reputed body <i>e.g.</i> ISO 9001:2015	
5	Have at least one running catering outlets / cafeteria contracts at the time of bidding	
6	Detail of Qualification of key professionals with Designation and Experience	

Stamp & Signature

10. General Information

Working Days

Monday, Tuesday Wednesday, Thursday, Friday & Saturday (6 days) and occasionally on holidays.

IBA Facilities for Contractor

- i. Kitchen with Natural Gas if available, however during load management by SSGC, Contractor is a responsible for arrangement of Gas for cooking by with own resources.
- ii. Hall & Furniture (During Contract repair of Furniture will be responsibility of Contractor)

Contractor Liabilities

- i. Kitchen Accessories
- ii. Crockery fine quality (stone ware)
- iii. Refrigerator / Deep Freezer etc.
- iv. Oven/Microwave Oven
- v. Visi Cooler (Standing Refrigerators)
- vi. Gas for cooking during load management by SSGC.
- vii. Mineral Water (Aquafina only) for drinking and Cooking
- viii. Manpower such as:
 - a. Cooks
 - b. Skilled labor
 - c. Waiters
 - d. Uniform for waiters etc.
 - e. Medical facilities to his staff
 - f. Insurance to its employees. The contractor shall be bound to have its staff/employees insured / registered against any and 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 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.
 - g. Wages to its employees as per fair wages rule of GoP.
 - h. Submission of medical fitness certificate for cooks and waiters before commencement of the job and thereafter, on 6 monthly basis. Certified Copies of Medical Certificates so obtained will be displayed on the Notice Board in Both Cafeterias.

Stamp & Signature

11. Terms of Reference

- (i) **Signing of Contract Agreement:** The company / agency will sign the contract agreement as acknowledgement.
- (ii) **Items Deliverable:** All item(s) must be provided on which the delivery execution, quantity, quality & specs are specified. Non-compliance with this condition renders the goods/services/works liable to non-acceptance.
- (iii) **Duration:** The period of Execution will identify on Contract Agreement is extendable with mutual consent.
- (iv) **Liquidity Damage:** Liquidity damage will be imposed due to delayed in timing & if deemed necessary termination of the contract may be awarded in the interest of commuter prejudice.
- (v) **Submission of Bills/Invoices:** All Invoices / bills should be submitted to the authorized representative of Admin Department only.
- (vi) **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.
- (vii) **Utility Charges:** Utility Charges i.e. electricity, water, gas etc if applicable will be paid by Cafeteria / Canteen Service provider at actual unit consumed plus admissible govt. taxes / levies as per SRO to the IBA.
- (viii) **Generator:** Generator for lights, fans & ACs will be provided by the service provider.
- (ix) **Cafeteria / Canteen Employees:** Cafeteria / Canteen employees will be hired by the contractor and screened by the IBA, Karachi.
- (x) **Cafeteria / Canteen Employees Remuneration:** Cafeteria / Canteen employees will be paid by the contractor. IBA, Karachi will not accept any liability about the contractor's employee.
- (xi) **New Crockery:** New Crockery & Cutlery will be provided by the contractor. Standard of Quality duly approved by IBA, Karachi.
- (xii) **Cleanliness:** Cleanliness of high standards will be required.
- (xiii) **Food Items:** Food Items should be high standards.
- (xiv) **New Items & Food:** New items & food will be introduced with due notice.
- (xv) **Improve the Image:** Any other food / item will be of high standards that will improve the image.
- (xvi) **Availability of List:** Availability of all listed items.
- (xvii) **Microwave & Deep Freezer:** Microwave oven & Deep Freezer will be provided by the contractor.
- (xviii) **Prohibition:** Prohibition of smoking & beetle leaf chew.
- (xix) **Sub-letting:** No sub-letting in any case and form will be acceptable.
- (xx) **Disclosure of Confidential Script/Material:** All rights reserve with the IBA and no information either in written/electronic media/copying form should be disseminated without the permission of the authority.

Stamp & Signature

- (xxi) **Rejection of Items:** Client reserve the right to cancel any or all the items if job is not in accordance with our specification or if the completion of services is delayed.
- (xxii) **Termination:** At any stage if the Service Provider found 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 Client. The decision of the Client will be final and should be abided by the Service Provider and the client. That upon termination of this agreement the agency shall be permitted to remove all its devices, equipment and manpower which may have been placed at premises from the time to time.
- (xxiii) **Arbitration:** In case of any dispute, difference or and 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.
- (xxiv) **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.
- (xxv) **Inspection:** Inspection of premises will be carried on specified dates & communicated to the Service Provider accordingly.
- (xxvi) **Inspection:** Quality, quantity and operation may be reviewed bi-annually.
- (xxvii) **Performance Security:** Successful bidder should provide 10% Performance Security (of bid amount per unit basis) total value of 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 Delivery/Completion of work / Contract / Warranty, whichever is longest.
- (xxviii) **Rules, Regulations & Policies:** All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- (xxix) **General Sales Tax:** General Sales Tax will be paid on applicable items only by the company/firm/agency.
- (xxx) **Validity of Bid:** Validity is for ninety (90) days.
- (xxxi) **Rights:** IBA, Karachi reserve 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.
- (xxxii) **Company Profile:** Company Profile be attached with this document.
- (xxxiii) **Tender Document:** Tender Document available at the Office of Head of Procurement, Ground Floor, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi.
- (xxxiv) **Submission of Documents:** Last date for tender submission is October 07, 2020 up to 3:00pm.
- (xxxv) **Opening of Tender:** Tender will be opened on October 07, 2020 on 3:30 PM at IBA Main Campus, University Road, Karachi.
- (xxxvi) **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.

Stamp & Signature

- (xxxvii) **Stamp Duty:** Stamp duty of 0.35% for Services against total value of Work during the year will be levied accordingly.
- (xxxviii) **Rate Revision:** Agreed rate as per agreement will not revise during the agreement period.
- (xxxix) **Rights:** IBA reserve 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.
- (xl) **Manpower to meet requirement of event(s):** Service Provider is bound to provide items including machineries, equipment, goods material, gadget and manpower according to the Work Order.
- (xli) **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.
- (xlii) **Contract Duration:** This is Rate Running Contract, based on satisfactory performance, and may be renewed for further years with mutual consent.
- (xlili) **Validity of Cafeteria Price List:** Price List offered for one year. Revision in Price List may be considered with the consent of the IBA.
- (xliv) **Registration:** Service Provider should provide food items as prescribed & define by relevant Food Authority.

Note:

This Terms & Conditions is integral part of contract agreement besides other clauses / articles.

Stamp & Signature

12. Integrity Pact

Declaration of Charges, Fees, Commission, Taxes, Levies etc payable by the company/firm/agency for Cafeteria Services;

M/s _____, the Cafeteria Services hereby declares that:

- (a) Its intention not to obtain the procurement work of any Contract, right, interest, privilege, or other obligation or benefit from the Client or any administrative or financial offices thereof or any other department under the control of the Client through any corrupt practice(s).
- (b) Without limiting the generality of the forgoing the company/firm/agency 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 Client 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 Client, except that which has been expressly declared pursuant hereto.
- (c) The company/firm/agency/ 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 Client under any law, contract, or other instrument, be stand void at the discretion of the Client.
- (d) Notwithstanding any right and remedies exercised by the Client in this regard, company/firm/agency agrees to indemnify the Client for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the Client in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the company/firm/supplier/agency/service provider as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the Client.

Note:

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

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

13. Contract Agreement (Draft)

Contract Agreement

This Contract Agreement is made at Karachi on this 1st day of _____.

BETWEEN

Institute of Business Administration (IBA), Karachi a degree awarding educational institution organized and existing under the laws of the Islamic Republic of Pakistan and pursuant to the Institute of Business Administration Act 1994, having its principal place of business at University of Karachi Enclave, University Road, Karachi (hereinafter referred to as the 'IBA' which expression shall be deemed to include its successors-in-interest, liquidators and permitted assigns) of the First Part;

AND

_____ a private limited company organized and existing under the laws of the Islamic Republic of Pakistan and having its principal place of business at _____ (hereinafter referred to as the _____ which expression shall be deemed to include its successors-in-interest, liquidators and permitted assigns) of the Second Part;

The IBA and the _____ shall hereinafter be collectively referred to as the Parties and individual as the Party.

WHEREAS,

Both the parties have hereby agreed to enter into this commercial Contract Agreement for a period of _____ years commencing from _____ to _____.

Now therefore it is hereby agreed and witnessed / declared by and between the parties as under:

WITNESSETH

1. The First Party agrees to offer and appoint the 'Second Party' as the official operator of the Cafeteria on the _____ at _____ Campus for specific purpose arranging, providing, preparing, and serving of edible items in the cafeteria.
2. The second party agrees to the payment of space rental, utilities (Gas, electricity and water), installation of specified electrical appliances, crockery & cutleries and cooking utensils etc whatsoever is required to operate and function the aforesaid cafeteria on full-fledged basis.

NOW THEREFORE THIS CONTRACT WITNESSETH AND IT IS HEREBY AGREED BETWEEN THE PARTIES

1. **Term:** _____ to _____

2. The _____ shall continue to be the **Exclusive Beverage Partner for IBA for the term of this Contract**, all of _____ brands shall be served on exclusive basis.
3. This shall include providing the service to all of the IBA Campuses i.e. University Campus, City Campus, any new campus that is opened during the term of the Contract, and cafeterias / canteens located in these campuses, existing and new.
4. The Second Party would continue to have adequate yet aesthetically executed branding in the cafeterias
5. This exclusivity is for all on campus activities including, cafeterias, functions, events, etc.

Article I

Duties And Scope Of Services And Agreement

- (1.1) **General:** This agreement includes the upkeep of the cafeteria, provision of cafeteria services inclusive of edible items, electrical installation, cooking & electrical appliances, crockery & cutleries and tableware's in accordance to international standard & HSE. Payment of space rental, utility bills, and payment of wages to any persons hired by the Second Party will be the responsibility of Second Party.
- (1.2) **Utilities:** First Party will provide utility connections (Gas, Water and Electricity). Provision of additional water required if any will be allowed by First Party on payment by Second party. Payment of Gas & Electric bills will be on actual consumption basis for the Kitchen & Counter only as shown by the meters installed at the premises. Water charges will be based on fixed amount determined by IBA Finance, IBA Maintenance Office and Second Party. These payments will be inclusive of admissible govt. taxes / levies as per SRO to the First Party. IBA shall not be responsible for any disconnections due to non-payment or default or breach by the Second Party or otherwise.
- (1.3) **Cleanliness:** The Second Party shall responsible at all times to maintain a very high standard of cleanliness, hygiene both externally and internally on the _____ Floor and shall undertake cleaning of walls, flooring, furniture items, service counters, lightening and Air Conditioning fixtures related spaces including store rooms both inside and outside all times. It will also be the responsibility of Second Party to dispose-off waste / garbage material on daily basis, ensuring that such materials are after removal from the fifth floor are deposited at the identified bulk garbage disposal point.
- (1.4) **Crockery / drapery:** New Crockery, Cutlery and drapery of fine / best quality will be provided by the Second Party and will need to be approved by First Party.
- (1.5) **Listed Edible Items:** 'The Second Party' has agreed to provide all items mentioned in RFP Document while ensuring that these are of high quality and are certified to be in date. The specifications of the items to be provided may be changed, increased or decreased as per requirement conveyed by and mutually agreed between the two parties. All items, as mentioned in RFP Document and provided by the SECOND PARTY, will remain the property of the SECOND PARTY who will also be responsible for their safety and security at all times.
- (1.6) **Non-listed Edible Item(s):** New edible item(s) will be introduced with due approval of First Party on agreed rate(s).
- (1.7) **Machinery(ies) / Equipment(s) / Gadget(s) / Utensil(s) / Tableware(s) / Glassware(s) Crockery / Cutleries:** Porcelain crockery and stainless steel cutleries; microwave

oven(s); deep freezer(s) will be provided by the Second Party after due approval of the first party. The Second party will give receipt of all kitchen machineries, fixtures (ovens, stoves, deep fat fryers, dish washers and such other items which are installed in the kitchen / service counter premises on the day of executing this agreement.

- (1.8) **Prohibition:** Use of alcoholic, smoking and beetle leaf chewing is strictly prohibited. It will be responsibility of the Second Party to expel anyone who use prohibited item(s) & report to the IBA Administration without loss of time. Sindh Food Authority, Government of Sindh vide letter No. DG/DIR(OPR)/SFA/4440/2018 dated 5th September 2018 has banned Carbonated Soft drinks, Energy drinks, Papad and coloured, Flavour Snacks / Chips, Monosodium Glutamate, slaughtering of small Animals, Rangat Bleaching Agent, Open Oil & Ghee (may be kept in view in order to provide healthy food items instead of unhygienic substandard food products etc).
- (1.9) **Compliance of the SOPs by Sindh Food Authority:** The Contractor will have to be registered with Sindh Food Authority. The Contractor will ensure strict compliance of the SOPs of the Sindh Food Authority vide letter no. SO(U)/U&B/Misc/23-81/2019/902 dated 15th April, 2019.
- (1.10) **Security & Maintenance:** The Security and the maintenance & repair including normal wear and tear of the equipment as provided by First Party as well as Second Party will be responsibility of Second Party. Periodic / planned maintenance of electrical / mechanical / plumbing/ furniture and fixture etc will be carried out by 'The First Party' as per the planned maintenance system.
- (1.11) **Transport:** At-least one vehicle for logistic backup ferrying of Fresh Items on day to day basis from suppliers place to cafeteria.
- (1.12) **Health Certificate:** Health Certificate of Cafeteria staff .i.e. Hepatitis C, salmonella species, TB or any other contagious disease (submit last three years certificates)
- (1.13) **Exclusivity:** In view of the investment and services by the SECOND PARTY, the FIRST PARTY will give exclusivity to the SECOND PARTY in supplying all edible items in accordance to the relevant standard(s) of food grade as approved by PSQCA & SFA required by the FIRST PARTY and no other vendor will be allowed to provide any edible item(s) at the premises of the Cafeteria for the duration of this agreement.
- (1.14) **Permission:** That the FIRST PARTY will allow the SECOND PARTY, their authorized agents, officers, employees and workers access to the FIRST PARTY Cafeteria for the express purpose of inspecting, implementing and servicing of this agreement. The Security Manager of the First Party will screen the authorized agents, officers, employees and workers of the Second Party.
- (1.15) **Rights:** The Second Party will employ their own people for the maintenance of the Cafeteria and market/sell/provide edible items which shall remain owned and possessed by the Second Party at all times. Notwithstanding anything contained in this Agreement, the Second Party shall at all times remain a service provider to the First Party and shall use the ____ Floor as a bare tenant and shall not acquire any rights in the land or property of the Cafeteria or any other premises of the First Party.
- (1.16) **Sub-letting:** No sub-letting in any case & form will be allowed. However, bottled drinks and branded packed cookies / biscuits are exempted from sub-letting.
- (1.17) **Operational Day(s) & Time(s):** Generally, the operations at Cafeteria should be carried on six days a week from _____ hours to _____ hours by the

Second Party. However, First Party may ask to operate for extra day(s) & hour(s) at its sole discretion.

Article II Remuneration

- (2.1) **Charge(s):** ‘The Second Party’ will charge from student(s), IBA employee(s) & IBA populace the cost of edible item(s) according to the approved rates as offered through RFP.
- (2.2) **Approved Rate(s) List/Charges:** ‘The Second Party’ will provide the edible items on the approved and agreed rates through RFP only to the students and employee populace of the IBA whatever, wherever and whenever required.
- (2.3) **Cafeteria Employees’ Remuneration:** The remuneration/wages/payment of Cafeteria employee(s) hired by the Second Party will be its sole responsibility & paid by the Cafeteria Operator without prejudice of public interest(s). The First Party will not accept any liability about the Second Party’s employee.
- (2.4) **Government Tax(es) / Levy(ies) / Charges:** It will be charged at actual as per Government rules.
- (2.5) **Submission of Bill(s) / Invoice(s):** Invoice(s) /Bill(s) should be submitted to the Finance Department by the First Party.
- (2.6) **Validity of Cafeteria Price List:** Rate of Price List offered will be valid for _____ YEAR. Revision in Price List may be considered & revised with the consent of the First Party. To facilitate such revision if any – the second party shall be required to submit a monthly statement of sale proceeds / service charges recovered during a specified time.

Article III Indemnity

(3.0) The ‘Second Party’ in its individual capacity shall indemnify and keep First Party 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 ‘Second Party’ as a result of any damage in the title of ‘First Party’ or any fault, neglect, misbehavior or / and quality of food and payment(s) by The Second Party which disturbs or damage the reputation, quality or the standard of the services provided by The Second Party and any person claiming through the First Party.

Article IV Integrity Pact

- (4.1) The intention 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 Administration through any corrupt practice(s).
- (4.2) Without limiting the generality of the forgoing the **(Second Party)** 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.

- (4.3) **(Second Party)** 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 instrument, be stand void at the discretion of the IBA.
- (4.4) Notwithstanding any right and remedies exercised by the IBA in this regard, second Party 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 M/s _____ as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article V

Notice

- (5.0) **Mode:** Any notice given under this agreement shall be sufficient if it is in writing and if sent by courier or registered mail.

Terms & Conditions: The terms and conditions of this Agreement have been read over to the parties which they admit to be correct and abide by the same.

Notice(s): On receipt of any complaint from the First Party, staff, students about the quality of edibles/drinks, general cleanliness, un-hygienic foodstuff, behavior/conduct of cafeteria staff, frequent complaint about service untidy and poorly dressed staff etc, the First Party 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 ___ days a third notice will be served and thereafter the contract would deemed to have been terminated, if appropriate remedial steps are not initiated within ___ Hours.

Authority: The First Party will have the authority to terminate the contract after third notice.

Article VI

Miscellaneous

- (6.1) Employees of the Second Party will be hired by the contractor and their antecedents will be screened by the First Party. Only those will be employed who are cleared by the First Party.
- (6.2) Utility Service(s) will be handed over by the First Party or vet the cost with authentic stamp and signature. If any or suitable part(s), required to run the system and Second Party should make

the availability of the same with due approval of Manager Operations & Maintenance on approved price/rate/cost. Bill/Invoice should be adjusted in monthly bill/invoice.

(6.3) Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.

This agreement is effective from _____ upto _____.

This Contract Agreement will be time based contract and shall remain valid and effective for a period of _____ years commencing from _____. This agreement would be extended for further _____ year period and on existing & agreed terms and conditions as the parties may mutually agree.

Article VII **Insurance**

7.1 The contractor shall be bound to have its staff/employees insured/registered against any and all applicable social security schemes/institutions including Employees Old Age-benefits Institution (EOBI). Employees Social Security Institution (ESSI) or any other government scheme under any other law without owning responsibility to IBA. The Contractor, in addition to 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.

Article VIII **Health, Safety & Environment**

8.1 The contractor shall comply with all applicable law, statute(s) and ordinance(s) of Sindh Health Deptt, Pakistan Standard Quality Control Authority, Sindh Environment Protection Control Authority and Sindh Food Authority code for food service facilities.

8.2 The contractor will ensure hygienic, safe and healthy food to the consumers in accordance with relevant standards of food with the concerned authorities.

8.3 The contractor shall have relevant permit(s) / license(s) / authorizations etc. from Sindh Health Deptt, Pakistan Standard Quality Control Authority, Sindh Environment Control Authority and Sindh Food Authority.

8.4 The contractor shall transport / transfer refuse and recyclable material / waste to the immediate collection point(s) / area(s) located identified by the IBA.

8.5 The contractor shall have / provide Medical examination clearance certificate of the working staff issued by Health Deptt., Govt. of Sindh.

8.6 The contractor must provide and its employee must in possession of CNIC to discourage 'Child Labor.'

Article IX **Inspection**

9.1 IBA reserves the right to make periodic inspections of any contracted food service facility to insure contractor's performance based on terms & conditions and consonance with Sindh Health Deptt, Pakistan Standard Quality Control Authority, Sindh Environment Protection Control Authority and Sindh Food Authority.

Article X
Severability

10.1 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.

Confidentiality

The IBA shall not, during the term of this Contract Agreement and beyond, disclose any properties or Confidential Information relating to the services pertaining to this Contract Agreement or the _____ business or operations without the prior written consent of the _____. The term “Confidential Information” does not include, and there shall be no obligation hereunder with respect to:

- a. Information that becomes generally available to the public other than as a result of a disclosure by the receiving party;
- b. Information known to the receiving party prior to disclosure hereunder and without breach of the disclosing party’s rights; and
- c. Information independently developed by the receiving party without use of the disclosing party’s information and general business methods applicable to its business.

Force Majeure

Neither Party hereto shall be deemed to be in breach of this Contract Agreement for any failure or delay in the performance of this Contract 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 (**‘Force Majeure Event’**) and the party so delayed shall be entitled to a reasonable extension of time for performing such obligations.

However, if either Party is unable to perform its obligations under this Contract Agreement after the extension period has been granted, this Contract Agreement shall stand terminated and the non-performing party shall not be held liable for non-performance or delay caused by any Force Majeure Event.

Arbitration

Any and every dispute, difference or question which may arise between the Parties to this Contract Agreement shall be first settled by the Parties by way of mutual negotiations. If the Parties cannot settle the dispute amicably, the dispute shall be referred to Arbitration in accordance with the Arbitration Act, 1940 and any applicable rules made there under for the time being in force, for the equitable decision of the two joint arbitrators, one to be appointed by each of the Parties, and failing agreement between the arbitrators, to the decision of the Umpire, to be appointed by the arbitrators before entering upon the reference. The award made by such arbitrators or the Umpire, as the case may be, shall be final and binding on the Parties. The venue of the arbitration shall be Karachi and the arbitration proceedings shall be conducted in English language.

Termination

Either party may terminate this agreement if either party defaults in the due punctual performance of the terms and conditions of this agreement. They may terminate the agreement after serving one month’s advance notice. If there is a dispute by either party in interpretation of “default”, it shall be referred to (Senior Management of IBA Administration) & the (Senior Management of the Second Party).

Governing Law and Jurisdiction

This Contract Agreement shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan and the competent courts at Karachi shall have exclusive jurisdiction to decide matters that may arise out of or in connection with this Contract Agreement.

In witness whereof both the parties hereto have set their respective hand to this agreement at Karachi on the date as mentioned above.

**For and on behalf of Institute
of Business Administration,**

Karachi

For and on behalf of

Karachi

Seal: _____

Seal: _____

WITNESS 1:

WITNESS 2:

Name: _____

Name: _____

Designation: _____

Designation: _____

Address: _____

Address: _____

CNIC # _____

CNIC # _____

Signature: _____

Signature: _____

WITNESS 3:
(Purchase Department)

WITNESS 4:
(Administration Department)

Name: _____

Name: _____

Designation: _____

Designation: _____

Address: _____

Address: _____

CNIC # _____

CNIC # _____

Signature: _____

Signature: _____