

BOP-0546-133241

GoS-KHI-3BCDD3E19BACCCFC

**Non-Judicial****Rs 56,168/-**

Description	: Contract - 15(a)
Principal	: Institute of Business Administration Karachi [2702440]
Contractor	: TFS [8932073]
Applicant	: Fahar Najam [42201-2756236-2]
Stamp Duty Paid by	: TFS [8932073]
Issue Date	: 24-Jan-2025, 03:47:47 PM
Paid Through Challan	: 2025BD5851EB9A2B
Amount in Words	: Fifty Six Thousand One Hundred and Sixty Eight Rupees Only

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**CONTRACT AGREEMENT****Event Management, Catering & Decoration Services  
(Framework Basis)**

This Agreement is made at Karachi on this day, the November 26, 2024

**BETWEEN**

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

**AND**

M/s. TFS, having its office at Level 1, GPC-6, Boating Basin, Block 5, Clifton, Karachi hereinafter referred to as "**THE SERVICE PROVIDER**" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assign), through its proprietor **Mr Fahar Najam**, holding CNIC No. 42201-2756236-2 on the **SECOND PART**.

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







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

### **WITNESSETH**

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

### **ARTICLE I**

#### **SCOPE OF SERVICES**

- 1.1 This agreement covers the provision of Event Management services inclusive of edible items.
- 1.2 Electrical installation, cooking & electrical appliances (where required), crockery & cutleries, and tablewares in accordance with international standards & HSE will be the responsibility of THE SERVICE PROVIDER during the events.
- 1.3 THE SERVICE PROVIDER shall not sub-let the said premises to any person(s) / society/institution on any terms whatsoever it may be.
- 1.4 New edible item(s) will be introduced with due approval of IBA on the agreed rate(s).
- 1.5 THE SERVICE PROVIDER shall maintain adequate stock of Crockery, Cutlery including necessary decoration for different kinds of meetings, conferences, seminars, and Events within IBA Premises.
- 1.6 The IBA will not be responsible for any incident, accident, or mishap on the premises. THE SERVICE PROVIDER will not cause any disturbance, inconvenience, noise pollution or indecent acts on the premises.
- 1.7 **THE SERVICE PROVIDER Liabilities**
  - 1.7.1 Crockery fine quality (stoneware)
  - 1.7.2 Mineral Water (Aquafina only) for drinking and Cooking
  - 1.7.3 Manpower such as:
    - a. Cooks
    - b. Skilled labour
    - c. Waiters
  - 1.7.4 Uniform for waiters etc.
- 1.8 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.
- 1.9 THE 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.
- 1.10 The expectation is to deliver catering services that is not only hygienic and nutritional but also appeals to the taste buds of all stakeholders. Quality, in this context, is not confined to the food alone but extends to its presentation, appearance, and handling.
- 1.11 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.



- 1.12 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.
- 1.13 To support their claim of fully comprehending the nuances of the required food services, the SERVICE PROVIDER 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.
- 1.14 Only Certified Gas Cylinder(s) preferably fiber cylinder as per OGRA/SSGC/PSO are allowed for live cooking/cooking inside the campus fiber gas cylinder also allowed into the Campus.
- 1.15 Ingredients to be used i.e., meat/vegetables/fruits/spices/dairy products must be fresh.
- 1.16 Payment term will be made on monthly basis after submission of bills at the end of month.
- 1.17 Recommended Specifications and Brands for packed items:
  - 1.17.1 Tomato Ketchup: Mitchells/Shangrilla/Knorr/National/Dipit/Mehran or equivalent
  - 1.17.2 Mayonnaise: Youngs/National/Dipit or equivalent
  - 1.17.3 Frozen Meat: Fauji/K&N/Sabroso or equivalent
  - 1.17.4 Cooking Oil: Fresh and High-Quality refined OMEGA-3 oil i.e., Soya Supreme/Habib/ Tullo/Eva or equivalent
  - 1.17.5 Bread: Dawn/Granny/Wonder or equivalent
  - 1.17.6 Butter and Margerine: Nurpur/Nestle/Adams or equivalent
  - 1.17.7 Jam/Jelly: Mitchells/National or equivalent
  - 1.17.8 Paratha: Dawn/Granny/Wonder or Fresh using Ponam/Sunridge Flour or equivalent
  - 1.17.9 Rice (Sela and Basmati): Super Kernal/Falak or equivalent
  - 1.17.10 Lentils and Pulses (Daal): Ponam/Sunridge or equivalent
- 1.18 Payment for beverages will be made on actual consumption during the event, where required.
- 1.19 All food items must be served with quality tissue paper, preferably logo printed.
- 1.20 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.
- 1.21 The SERVICE PROVIDER shall provide proper Uniforms (Dress, Cap, Gloves, Shoes, etc.) to its staff at time of serving in any event.
- 1.22 The 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.
- 1.23 The SERVICE PROVIDER must comply with all local regulations and standards for food pricing and adjustment.
- 1.24 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.
- 1.25 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.



- 1.26 The price adjustment mechanism is subject to review and approval by IBA's administration.
- 1.27 Any disputes arising from the price adjustment process will be resolved through Alternative Dispute Resolution International Center (ADRIC) at the Institute of Business Administration, Karachi.
- 1.28 The SERVICE PROVIDER is required to maintain detailed records of ingredient prices and provide supporting documentation upon request.
- 1.29 All items required to be served at the specified location with the best quality Ceramic crockery and Stainless Steel cutlery

## ARTICLE II REMUNERATION

- 2.1 THE SERVICE PROVIDER will charge student(s), IBA employee(s) & IBA populace the cost of the edible item(s) according to the following approved rates within the applicability of this agreement:

### a. Refreshments/Hi-Tea

Note:

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

(Crockery, Cutlery & serving including necessary decoration for different kinds of meetings,

Menu No.	Description	Qty Per Head	Rate Per Head (without ST)
	Tea + Coffee + Green Tea or Mix Tea	1	45.00
1.	• Snack Pack Biscuits • Tea/Juices (Slice)	3 1	110.00
2.	• Chicken Samosa (one bite) • Snack Pack Biscuits	3 2	190.00
3.	• Chicken Samosa (one bite)	5	25.00
4.	• Aaloo Samosa (One Bite) • Snack Pack Biscuits	3 2	165.00
5.	• Aaloo Samosa (One Bite)	5	170.00
6.	• Club Sandwiches with Fries	1	225.00
7.	• Bakery Biscuits (Assorted)	5	165.00
8.	• Aaloo Samosa (75~80 grams)	1.5	85.00
9.	• Chicken Pie	1	170.00
10.	• Spring Roll (Small)	2	45.00
11.	• Fruit Cake / Marble Cake / Pastry	2	110.00
12.	• Snack Pack Biscuits	3	75.00
13.	• Assorted Sandwiches (including Brown Bread sandwich)	3	175.00
14.	• Chicken Cutlet / Shami Kabab	2	125.00
15.	• Chicken Patties	2	115.00
16.	• Brownie / Lemon Tart	2	115.00
17.	• Chicken Pie • Fruit Cake / Marble Cake / Pastry	1 2	260.00
18.	• Bakery Biscuits (Assorted) • Aaloo Samosa (One Bite) • Assorted Sandwiches (including Brown Bread sandwich)	2 1 2	275.00



19.	<ul style="list-style-type: none"> <li>Aaloo Samosa (One Bite)</li> <li>Bakery Biscuits (Assorted)</li> </ul>	3	210.00
		3	
20.	<ul style="list-style-type: none"> <li>Chicken Samosa (One Bite)</li> <li>Bakery Biscuits (Assorted)</li> </ul>	3	245.00
		3	
21.	<ul style="list-style-type: none"> <li>Bakery Biscuits (Assorted)</li> <li>Chicken Samosa (One Bite)</li> <li>Assorted Sandwiches (<i>including Brown Bread sandwich</i>)</li> </ul>	2	340.00
		3	
		2	
22.	<ul style="list-style-type: none"> <li>Chicken Samosa (One Bite)</li> <li>Brownie / Lemon Tart</li> </ul>	3	250.00
		2	
23.	<ul style="list-style-type: none"> <li>Spring Roll (Small)</li> <li>Assorted Sandwiches</li> <li>Fruit Cake / Marble Cake</li> </ul>	2	300.00
		2	
		2	
24.	<ul style="list-style-type: none"> <li>Aaloo Samosa (One Bite)</li> <li>Club Sandwiches with Fries (small)</li> </ul>	3	215.00
		0.5	
25.	<ul style="list-style-type: none"> <li>Aaloo Samosa (One Bite)</li> <li>Spring Roll (Small)</li> <li>Bakery Biscuits</li> <li>Lemon Tart</li> <li>Assorted Sandwiches (<i>including Brown Bread sandwich</i>)</li> </ul>	3	425.00
		2	
		2	
		1	
		2	
26.	<ul style="list-style-type: none"> <li>Chicken Nuggets</li> <li>Chicken Sandwich</li> <li>Gulab Jamun (medium)</li> </ul>	3	385.00
		2	
		4	
27.	<ul style="list-style-type: none"> <li>Chana Chaat</li> <li>Dahi Phulki (Sweet &amp; Sour)</li> </ul>	1 portion	160.00
		1 portion	
28.	<ul style="list-style-type: none"> <li>Chana Chaat</li> <li>Dahi Phulki (Sweet &amp; Sour)</li> <li>Aaloo Samosa (One bite)</li> </ul>	1 portion	260.00
		1 portion	
		3	
29.	<ul style="list-style-type: none"> <li>Chana Chaat</li> <li>Dahi Phulki (Sweet &amp; Sour)</li> <li>Assorted Sandwiches</li> <li>Aaloo Samosa (One Bite)</li> </ul>	1 portion	375.00
		1 portion	
		2	
		3	
30.	<ul style="list-style-type: none"> <li>Aaloo Samosa (One bite)</li> <li>Brownies</li> <li>Drumsticks</li> <li>Lemon Tart</li> <li>Juices (Fresh Juices, Serve in glass)</li> <li>Assorted Sandwiches (<i>including Brown Bread sandwich</i>)</li> </ul>	1	420.00
		1	
		1	
		2	
		1	
		1	
		1	
31.	<ul style="list-style-type: none"> <li>Aaloo Samosa (Large)</li> <li>Brownie</li> <li>Slice Juice</li> </ul>	1.5	180.00
		1	
		1	
32.	<ul style="list-style-type: none"> <li>Chicken Sandwich (small)</li> <li>Chicken Patties</li> <li>Slice Juice</li> </ul>	2	210.00
		1	
		1	
33.	<ul style="list-style-type: none"> <li>Chicken Cutlet / Shami Kabab</li> <li>Fruit Cake / Marble Cake</li> </ul>	2	225.00
		2	
34.	<ul style="list-style-type: none"> <li>Chicken Croissant</li> <li>Chicken Cheese Patties (One bite)</li> <li>Brownie / Lemon Tart</li> </ul>	1	345.00
		2	
		1	

## b. Lunch / Dinner Menu for Events

### Note:

1. Rate of each item includes complete Crockery, Cutlery and Waiter Services.
2. Food Up to 50 persons to be served with crockery, cutlery, and waiter service without any additional cost.



Hot /Cold Beverages		
S. No	Menu	Per glass/Cup/ Bowl/Person
1.	Hot n Sour Soup	60.00
2.	Chicken Corn Soup	60.00
3.	Cream of Chicken Soup	60.00
4.	Thai Soup	60.00
5.	Lental Soup	50.00
6.	Tea	40.00
7.	Tea Doodh Patti (live)	40.00
8.	Green Tea (Live)	30.00
9.	Electric Lemonade	70.00
10.	Welcome Drink	70.00
11.	Lemonade (Plain/Mint)	70.00

BBQ Dishes		
S. No	Menu	Per Kg (Price)
1.	Chicken Tikka	1,100.00
2.	Chicken Malai Boti	1,250.00
3.	Beef Seekh Kabab	1,500.00
4.	Mini Tikka	1,100.00
5.	Grilled Fish	1,700.00
6.	Shami Kabab	900.00
7.	Chicken Cutlets	700.00
8.	Chicken Behari Boti	1,400.00
9.	Chicken Tikka Boti	1,150.00
10.	Chandan Kebab (Chicken/Beef)	1,200.00
11.	Turkish Kabab	1,200.00
12.	Beef Chapli Kabab	1,800.00
13.	Lahori Fish	2,000.00
14.	Fish Finger	1,800.00
15.	Fish N Chip	1,900.00
16.	Prawn Tempura (Small/Jumbo)	2,500.00
17.	Shesh Taouk	1,800.00
18.	Breaded Crumb Fried Fish with Tatter Sauce	2,000.00
19.	Potato Cutlet	600.00
20.	Steam Roast Chicken	1,300.00
21.	Chicken Reshmi Kebab	1,400.00
22.	Beef Behari Kebab	2,000.00
23.	Chicken Haryali Boti	1,400.00
24.	Tawa Fish	2,000.00
25.	Kachoori with Aalo Tarkari	300.00 per person
26.	Chicken Wonton	450.00

Main Dishes		
S. No	Menu	Per Kg (Price)
1.	Chicken Karahi	1,400.00
2.	Chicken Karahi (Live)	1,500.00
3.	Chicken Qorma	1,400.00
4.	Chicken White Qorma	1,400.00
5.	Chicken Handi	1,650.00
6.	Chicken Makhni Handi	1,650.00



7.	Chicken Ginger	1,650.00
8.	Chicken Green Karahi	1,400.00
9.	Beef Badami Qorma	2,200.00
10.	Chicken Khara Masala	1,400.00
11.	Chicken Haleem	900.00
12.	Mutton Karahi	3,200.00
13.	Mutton Karahi (Live)	3,200.00
14.	Mutton Kunna	3,500.00
15.	Beef Haleem	1,100.00
16.	Beef Qorma	2,000.00
17.	Beef Nehari	2,000.00
18.	Mix Vegetable	500.00
19.	Chicken Paneer Reshmi Handi	1,800.00
20.	Palak Paneer	500.00
21.	Daal Makhni	500.00
22.	Vegetable Kofta	500.00
23.	Daal (Plain)	500.00
24.	Vegetable Bhujia	500.00
25.	Nargasi Kofta Curry	1,500.00
26.	Sauteed Vegetable	500.00
27.	Puri with Aaloo Tarkari, Chana Tarkari and Achaar	250.00 per person

Rice Dishes		
S. No	Menu	Per Kg (Price)
1.	Chicken Biryani	1,900.00
2.	Chicken Yakhni Pulao	1,900.00
3.	Beef Biryani (with Bone) 1.5 ratio	3,000.00
4.	Beef Biryani (without Bone @ 1.25 Beef) Cooked in Bones as per Quantity of Rice (8 kg of daig)	3,000.00
5.	Beef Pulao (without Bone @ 1.25 Beef) Cooked in Bones as per Quantity of Rice (8 kg of daig)	3,000.00
6.	Beef Afghani Pulao	2,550.00
7.	Mutton Afghani Pulao	3,900.00
8.	Mutton Pulao (1.25 ratio)	4,500.00
9.	Mutton Biryani (1.25 ratio)	4,500.00
10.	Peas Pulao	800.00
11.	Zeera Rice	600.00
12.	Vegetables Biryani	1,200.00
13.	Steam Rice	600.00

Chinese & Thai Dishes		
S. No	Menu	Per Kg (Price)
1.	Chicken Fried Rice	1,000.00
2.	Egg Fried Rice	1,000.00
3.	Vegetable Fried Rice	1,000.00
4.	Chicken Jalfrezi	1,400.00
5.	Chicken Shashliks	1,400.00
6.	Chicken Manchurian	1,400.00
7.	Chili Chicken	1,400.00
8.	Chicken Chow mien	1,200.00
9.	Dry Chicken Chilli	1,400.00
10.	Pasta Alfredo	1,200.00
11.	Singaporean Rice	1,400.00



Dessert		
S. No	Menu	Per Kg (Price)
1.	Kheer	1,800.00
2.	Rabri Kheer	1,800.00
3.	Pista Kheer	1,800.00
4.	Fruit Trifle (using packed fruits)	1,600.00
5.	Custard	1,400.00
6.	Carrot Halwa	1,800.00
7.	Ice Cream	800.00
8.	Shahi Tukray	1,000.00
9.	Gulab Jamon	800.00
10.	Cream Caramel	600.00
11.	Cream Cocktail	1,000.00
12.	Mango Delight	800.00
13.	Lava with Vanilla Ice Cream	1,800.00
14.	Cherry Crunch	800.00
15.	Firni	1,500.00
16.	Ras Malai	1,800.00
17.	Lab e Shireen	1,600.00
18.	Rabri	2,000.00
19.	Jalebi (Live)	800.00
20.	Suji Halwa	1,200.00
21.	Loki Halwa	1,800.00

Naan & Roti		
S. No	Menu	Per Piece / Kg (Price)
1.	Taftan	80.00/ kg
2.	Naan Plain	70.00/ kg
3.	Chapati	50.00/ piece
4.	Milky Naan	70.00/ kg
5.	Sheermal	90.00/ kg
6.	Naan/Roghni Naan (Live Tandoor)	80.00/ piece
7.	Poori Paratha	100.00/ piece

Salad & Chatnis		
S. No	Menu	Per Kg (Price)
1.	Raita / Dahi	200.00
2.	Fresh Green Salad	250.00
3.	Russian Salad	300.00
4.	Seasonal Fruit Platter	500.00
5.	Kachumber	250.00
6.	Caesar Salad	300.00

Food Boxes (In disposable box)		
S. No	Menu	Per person (Price)
1.	<b>Deal – 1</b> Chicken Biryani / Chicken Pulao - 500 grams (without Aaloo) Shami Kabab – 100 grams Kheer/Fruit Trifle/Gulab Jamon (In Plastic box) Buddy Pack cold Drink – 345 ml	850.00
2.	<b>Deal – 2</b>	1,150.00



	Beef Biryani / Beef Pulao (Boneless) - 380 grams (without Aaloo) Mini Chicken Tikka - 130 grams Kheer/Fruit Trifle/Gulab Jamon (In Plastic box) Buddy Pack cold Drink - 345 ml (Minimum 50 boxes order)	
3.	<b>Deal – 3</b> Quarter Chicken Broast (leg & Chest Piece) Fries (50 grams), Coleslaw Kheer/Fruit Trifle/Gulab Jamon (In Plastic box) Buddy Pack cold Drink – 345 ml	920.00
4.	<b>Deal – 4</b> Zinger Burger with Fries (50 grams) Coleslaw Kheer/Fruit Trifle/Gulab Jamon (In Plastic box) Buddy Pack cold Drink – 345 ml	800.00

**c. Decoration Items including all charges**

Pricing including all Labour and Transportation charges

S.No	Decoration Item	Price per unit
1.	Shamiana	1,500.00
2.	Qannat	800.00
3.	Takhat 3'x6'	500.00
4.	Wooden Table 2.5x4 with Top and Border	500.00
5.	Cocktail Tables with Cover	1,500.00
6.	Chuffing Dishes - Steel	500.00
7.	Chuffing Dishes - Glass	600.00
8.	Tub	500.00
9.	Dari	500.00
10.	Chandni	400.00
11.	Gao Takia	200.00
12.	Frill Marquee with Panels (per Sq. ft) Minimum size 60' x 60'	60,000.00
13.	Trussing Marquee (per Sq. ft) Minimum size 20'x12'	40,000.00
14.	Stage Carpet 6' x 15'	2,500.00
15.	Stage Carpet 6' x 20'	3,000.00
16.	Stage Stairs	1,500.00
17.	Round Table 5' x 5' with cover and center cloth	1,200.00
18.	Round Table Cover	600.00
19.	Steel Chair (medium back) with Cover	500.00
20.	Chair Acrylic	400.00
21.	Table Vase (Small) with Artificial Flowers	400.00
22.	Table Vase (Small) with Fresh Flowers	1,000.00
23.	Runner 6' x 25' (Red/Maroon)	2,250.00
24.	Runner 12' x 25' (Red/Maroon)	4,500.00
25.	Carpet 15' x 6' (Red/Maroon)	1,350.00
26.	Carpet 20' x 6' (Red/Maroon)	1,800.00
27.	Carpet 25' x 6' (Red/Maroon)	2,250.00
28.	Carpet 30' x 6' (Red/Maroon)	2,700.00
29.	Bukhara 5'x3'	225.00
30.	Sofa Single Seater	1,800.00
31.	Sofa Double Seater	3,500.00
32.	Sofa Triple Seater	5,500.00
33.	Buffet Canopy	4,000.00
34.	Entry Gate – Wooden/Structure	50,000.00
35.	Entry Gate – Panel	20,000.00
36.	Pedestal Fan	1,000.00



37.	Louver Pedestal Fan	1,500.00
38.	Floor Standing AC's Unit (4 ton)	12,000.00
39.	Stand Light	400.00
40.	Spotlights (warm/White)	400.00
41.	Chili/Fairy Lights	90.00
42.	Tower Light	10,000.00
43.	LED Lights (Multi Color)	500.00
44.	Walkway Lamp	3,000.00
45.	Baby Fanoos/Chandelier/Edison bulb	2,500.00
46.	Bearer / Waiter	2,500.00
47.	Generator 25 KVA	40,000.00
48.	Rope Stand/Queue Stand	500.00
49.	Trussing with Tungsten Perkin Lights for Stage	65,000.00
50.	White Ceramic Crockery and Stainless-Steel Cutlery (1.5 x number of person as per menu)	250.00
51.	White Melamine Crockery and Stainless-Steel Cutlery (1.5 x number of person as per menu)	225.00

2.2 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. The IBA will not accept any liability about THE SERVICE PROVIDER's employee.

2.3 Government Tax(es) / Levy(ies) / Charges will be charged at actual as per SRO.

2.4 Invoice(s) /Bill(s) / Rent(s) should be submitted to the Finance Department of IBA after proper verification/approval by the concerned departments of the IBA.

#### 2.5 Price 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.

**If the Weighted Average Deviation > 10%**, adjust the menu prices.

**If the Weighted Average Deviation ≤ 10%**, no adjustment is necessary.

#### Incorporating Into a Decision Rule:

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

### ARTICLE III

#### PENALTY

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

### Article IV



**INDEMNITY**

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

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

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

**Article VI**  
**RENEWAL**

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

**Article VII**  
**TERMINATION**

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



**Article VIII**  
**SEVERABILITY**

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

**Article IX**  
**NOTICE**

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

**Article X**  
**ARBITRATION**

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

**Article XI**  
**COMPLIANCE**

- 11.1 THE SERVICE PROVIDER will have to be registered with the relevant authority. THE SERVICE PROVIDER will ensure strict compliance with the SOPs of the Sindh Food Authority vides letter no. SO(U)/U&B/Misc/23-81/2019/902 dated April 15, 2019.
- 11.2 That THE SERVICE PROVIDER should comply with rules of Govt. food agencies are mandatory which is required to maintain, hygiene safety and quality standards, for example, Sindh Food Authority etc.
- 11.3 All staff must have CNIC and mention to discourage work through child labour.
- 11.4 Staff Should wear a proper uniform with shoes as per the approved standard.
- 11.5 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.
- 11.6 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.
- 11.7 Three warnings issued by the Canteen Committee may lead to the termination of this contract.



11.8 The quality control department of THE SERVICE PROVIDER should visit at least twice in a month and submit their report to IBA.

11.9 THE SERVICE PROVIDER shall be responsible for the Training and development of their cooking and serving staff.

**Article XII**  
**UTILITIES**

12.1 IBA will provide utility (Water and Electricity). Provision of additional water or electricity required if any will be allowed by IBA on payment by THE SERVICE PROVIDER. Water charges will be based on a fixed amount determined by IBA Finance, IBA Maintenance Office and THE SERVICE PROVIDER. These payments will be inclusive of admissible govt. taxes/levies as per SRO to the IBA. IBA shall not be responsible for any disconnections due to non-payment or default or breach by THE SERVICE PROVIDER or otherwise.

**Article XIII**  
**MAINTENANCE**

13.1 THE SERVICE PROVIDER shall not use the said premises for any illegal business, or activity and shall not store or stock therein any article of combustible or hazardous nature neither suffer to be done any act which may expose the premises to the risk of fire or any loss or damage at any cost.

**Article XIV**  
**CLEANLINESS**

14.1 That THE SERVICE PROVIDER should always keep the premises in a hygienically clean state.

14.2 THE SERVICE PROVIDER shall responsible at all times to maintain a very high standard of cleanliness, and hygiene. It will also be the responsibility of THE SERVICE PROVIDER to dispose of waste/garbage.

**Article XV**  
**PROHIBITION**

15.1 IBA is a No-Smoking Zone. Cigarette smoking, Pan/Beatle Leaf & Gutka chewing is not allowed. Alcohol drinking & use of any intoxicant is prohibited in IBA, Karachi premises.

15.2 It will be the responsibility of THE SERVICE PROVIDER to expel such person who uses prohibited item(s) & report to the Registrar without loss of time.

15.3 Energy Drinks are strictly prohibited in the vicinity of IBA Karachi, therefore, the THE SERVICE PROVIDER is bound to follow the same.

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

16.1 That this Agreement for any failure or delay in the performance of this Agreement, if it is due to any event beyond its reasonable control including (but not limited to) acts of God, war, fire, flood and national emergencies and the Party so delayed, shall be entitled to a reasonable extension of time for performing such obligations.

**Article XVII**  
**SEVERABILITY**



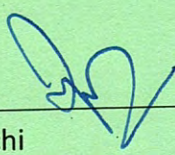
17.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid & enforced to the fullest extent permitted by prevailing law.

**Article XVIII**  
**MISCELLANEOUS**

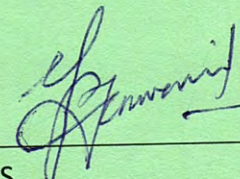
18.1 Competent Authority reserves the right to change/alter/remove any item or reduce/enhance quantity without assigning any reason.

18.2 The terms and conditions of this Agreement have been read over to the parties which they admit to being corrected and abide by the same.

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

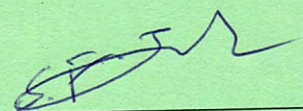


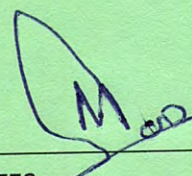
IBA, Karachi  
Dr. Muhammad Asad Ilyas  
Registrar  
**Dr. Muhammad Asad Ilyas**  
CNIC # \_\_\_\_\_ Registrar  
Former Chairperson Accounting & Law Department  
Institute of Business Administration (IBA),  
Karachi, Pakistan  
Address:  
Institute of Business Administration  
Main Campus, University Road, Karachi



M/s. TFS  
(Name) Fazal ur Rehman  
(Designation) Head of Client Services  
CNIC # 42101-7034133-9  
Address:  
Level 1, GPC-6, Boating Basin, Block 5,  
Clifton, Karachi

**WITNESS:**

1.   
IBA, Karachi  
Syed Fahad Jawed  
Head of Procurement  
CNIC # 42201-9125136-3  
Address:  
Institute of Business Administration  
Main Campus, University Road, Karachi

2.   
M/s. TFS  
(Name) M. O. I. Z.  
(Designation) Accounts Lead  
CNIC # 413024820133-9  
Address:  
Level 1, GPC-6, Boating Basin, Block 5,  
Clifton, Karachi

Focal Person IBA \_\_\_\_\_

