

16x2



No.3/2017/Admin/PTA

INVITATION OF BIDS (for Running of Cafeteria)

Pakistan Telecommunication Authority invites sealed bids from reputable Firms / Contractors, registered with Income Tax and Sales Tax Departments and who are on active taxpayers list of the Federal Board of Revenue, for Running of its existing cafeterias for the period of 03 years.

Bidding documents, containing detailed terms and conditions, etc. are available at the office of the undersigned (Room No. 214, 2nd Floor). Price of the bidding documents is Rs. 500/- (in form of non-refundable cash). Bidding documents can also be downloaded from PPRA and PTA websites www.ppra.org.pk and www.pta.gov.pk free of cost.

The bids, prepared in accordance with the instructions in the bidding documents, must reach at the office of undersigned by 11:00 AM on **10th January, 2018**. Only Technical Bids will be opened on the same date i.e. **10th January, 2018** at 11:30 AM.

This advertisement is also available at PTA and PPRA websites i.e. www.pta.gov.pk, www.ppra.org.pk

Muhammad Muneer
Assistant Director (Admin)
PTA Headquarters, F-5/1, Islamabad
Tel: 051-9214037, Fax: 051-2878149
munir@pta.gov.pk

PID(0)

Hiring of Contractor for Provision of Cafeteria Services to PTA Employees

BIDDING DOCUMENTS

1. General Information/Instructions
2. Technical Proposal
3. Financial Proposal
4. Draft Agreement/Contract

PAKISTAN TELECOMMUNICATION AUTHORITY

HEADQUARTER, F-5/1

ISLAMABAD

Ph: 051-9225329-31

<http://www.pta.gov.pk>

Bidding Document

This bid will be received on or before **10th January, 2018 at 1100 hours** in the office of the undersigned at PTA Headquarters, Islamabad, and only technical bids will be **opened on the same day at 1130 hours in PTA Auditorium.**

Mandatory Requirement

- i. Minimum experience of five (5) years of provision of such services (officer's cafeteria/staff cafeterias) to government/autonomous/private departments.
Attach evidence.
- ii. Active Tax Payer from FBR. GST&NTN registration date must be before of tendering date.
- iii. Bid Security/Earnest money equal to 2% of total bid price of first four months (Refundable to the unsuccessful bidders) in shape of pay order / Bank draft (Cheque will not be accepted) **in favor of Pakistan Telecommunication Authority**, Islamabad, should be attached with the **Financial Proposal** and certificate for earnest money is attached with financial proposal must be provided with technical proposal. **Technical Proposal without certificate of earnest money will be rejected forthwith.**
- iv. The contractor would submit an undertaking on Rs.100/- Judicial (Original) Stamp paper bearing the company/firm is not blacklisted by any government department.

Terms & Conditions

1. Tender Notice issued in the Print Media, PPRA/PTA Websites is part of this contract document.
2. Bid should be addressed to the Director (Administration), Pakistan Telecommunication Authority, F-5/1, Islamabad.
3. The services will be hired according to PPRA Single stage – two envelope procedure.
4. Bid shall be submitted in a single package containing two separate envelopes clearly marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL”.
5. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened.
6. The envelope marked as “FINANCIAL” shall be retained in the custody of the PTA without being opened.

7. The PTA shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements.
8. During the technical evaluation no amendments in the technical proposal shall be permitted.
9. The bidder should quote rates clearly in the Financial Proposal. Cutting & over writing will not be accepted and tender will be rejected.
10. Earnest money equal to 2% of total bid price of first four months (Refundable to the unsuccessful bidders) in shape of pay order / Bank draft (Cheque will not be accepted) **in favor of Pakistan Telecommunication Authority**, Islamabad, should be attached with the **Financial Proposal** and certificate for earnest money is attached with financial proposal must be provided with technical proposal. **Technical Proposal without certificate of earnest money will be rejected forthwith.**
11. Retention Money is limited to 6% of cost of four month. 2% earnest money of successful bidder will be converted into retention money and balance 4% of retention money will be deducted from first monthly invoice and the same will be released within 02 months of expiry of contract.
12. Bid shall be submitted inclusive of GST.
13. Taxes and duties will be deducted as per prescribed Government rules.
14. Successful bidder should clearly indicate the NTN and GST Numbers in the invoice.
15. Rates for special events/meetings will be decided on mutual negotiations as per market rates.
16. Food will be served in buffet environment for officer's/staff mess (self service).
17. Menu of lunch will be prepared on monthly basis. Daily menu of officers/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 Officers/officials after negotiation.
18. Technical proposals shall be evaluated as per the criteria laid down at **Annex-A**. All supporting documents must be attached with Technical Proposal.
19. Bidder must score/ achieve 70 % as passing marks in technical qualification to become eligible for participating in financial bid opening. Technically qualified bidders shall be allowed to participate in the financial bid opening process. The

- financial bids of technically disqualified bidders shall be returned un-opened as per PPRA Rules.
20. Bidder shall be hired from the technically qualified bidder who has quoted the lowest financial bid and upon the recommendations of the relevant PTA Committee.
 21. If two or more bidders quoted the same financial bid, then the contract will be awarded to the one who has scored highest in technical qualification.
 22. Both parties (PTA or service provider) can terminate the contract with the notice of three months period without assigning any reason.
 23. Earnest Money of un-successful bidder will be returned on issuing of contract to successful bidder.
 24. Bid should be valid for 120 days from open of technical proposal.
 25. Successful bidder will sign a contract /agreement for the period of three years. A tentative draft agreement is also attached with tender document
 26. All pages of Technical and Financial Proposal will be signed and stamped with by the bidder.
 27. **Penalty:** Penalty of ranging Rs.1000/- to Rs.100,000/- for each case can be imposed by Director (Admin) on the recommendation of cafeteria committee due to non adherence of quality/quantity and any clause of bidding documents and agreement.
 28. Successful bidder will maintain a tuck shop in officers and staff mess where he will keep refreshment items like cold drinks, Juices, biscuits, Snacks to include Samosas, Pakoras and Sandwiches, mobile cards, ice cream and candies etc. Payment will be made by user in cash. Rates will be charged as per company/market retail price.
 29. If any clause of bidding document/contract agreement /SoP has not accepted by bidder, then his bid will be rejected without any reason
 30. Joint Venture will also be allowed but such agreements will have dates prior to publication of this notice.
 31. Pakistan Telecommunication Authority, Islamabad reserves the right to accept or reject any or all bides as per PPRA Rules.

For any further clarification companies may contact the undersigned.

(Muhammad Muneer)

Assistant Director (Admin)

051-9214037

munir@pta.gov.pk

General Information/Instructions

PTA Employees

i.	Officer	-	120
ii.	Management Trainee/Internees	-	30
iii.	Staff	-	80
iv.			
	Total:	-	230 approximately
	(The persons may increase /decrease)		

Working Days

Monday, Tuesday Wednesday, Thursday, Friday (5 days) and occasionally on holidays

PTA Facilities for Contractor

- i. Kitchen with Natural Gas if available, however during load management by SNGPL, 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 SNGPL.
- vii. Mineral Water (Nestle/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 (ESSI) or any other government scheme under any other law without owning responsibility to PTA. The Contractor, in addition to above undertakes to fully indemnity if and hold harmless the PTA 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.

Technical Proposal

Technical Proposal (Data Sheet)

Description	Detail
Year of Establishment	
Contract / Job Completed in last 3 years	
Contract / Job in Hand	
Valid ISO Certified Certificate	
Food Authority Certificate	
Bank Statement for Financial Soundness	
Physical Verification by Technical Committee of Cafeteria)	

Note: Figures quoted in the above data form can be verified independently by PTA and any misstatement by the bidder may result in termination of contract, forfeiture of pending payments along with retention money and black listing of company

Date _____

Signature & Stamp _____

Name _____

Technical Evaluation Marks

S.No.	Description	Marks
1	Year of Establishment/Experience (1 marks per year upto max of 10 year)	10 (Max)
2	Similar Job /Contracts (Completed – in last 3 year years and not below the amount of Rs. 5 million per anum) (Maximum 5 contract/jobs will be considered as per following criteria). Fill Form-A	10 (Max)
	i. For multinational companies /Autonomous Bodies per contract ii. For Govt. Department per contract iii. For School/College/ Universities canteen etc. per contract	02 01 0.5
3	Similar Job /Contract (In hand not below the amount of Rs. 5 million per anum) (Maximum 5 contract/jobs will be considered as per following criteria). Fill Form-B	10 (Max)
	i. For multinational companies per contract/ Autonomous Bodies ii. For Govt. Department per contract iii. For School/College/ Universities cafeteria etc. per contract	02 01 0.5
4	Valid Certification	10
	i. ISO Certified Certificate ii. Concerned Food Authority Certificate	05 05
5	Financial Soundness in last three year related to catering /food/restaurant	20
	i. If annual credit transaction \geq Rs.20 million per annum ii. If annual credit transaction \geq Rs.10 million & < 20 per annum iii. If annual credit transaction \geq Rs.7.5 million & < 10 per annum iv. If annual credit transaction \geq Rs.5 million & < 7.5 per annum If annual credit transaction \geq Rs.5 million & < 7.5 per annum	20 15 10 05 0
6	Physical Verification of Principal Business in Rawalpindi/Islamabad. Fill Form-C	20 (Max)
	Total	80

Principal Business

S.No	Principal Business	Year of Established

Note: Proof of Establishment must be attached.

(Signatures, Name & Official Seal)

Details of Contracts of Similar Nature (Completed)

Use a separate sheet for each Client /Contract/Work Order-

1	Name of the Project/Client/Contract /Work Order
2	Name of Employer
3	Employer Address
4	Value of the Contract on Annual Basis
5	Date of Award
6	Date of completion
7	Any other detail

Note: Copies of Satisfactory Completion Certificate(s) must be attached.

(Signatures, Name & Official Seal)

Details of Contracts of Similar Nature (In Hand)

Use a separate sheet for each Client /Contract/Work Order-

1	Name of the Contract
4	Value of the Contract on Monthly Basis. (Calculated per annum)
5	Date of Award
6	Any other detail

Note: Copies of contract awards must be attached.

(Signatures, Name & Official Seal)

Physical Verification of Principal Business for Quality Service

Name _____

Address _____

Visit date and time _____

S.No.	Description	Outstanding	Very Good	Good	Unsatisfactory
1	Cleaning				
2	Kitchen				
3	Dining Hall				
4	Catering				
5	Personal Appearance				
6	Quality of Food				
7	Other if any				

Outstanding = 20

Very Good = 15

Good = 5

Satisfactory = 0

Unsatisfactory = 0

(Signatures of the Officer (s))

**Bid Form
Lunch for Officers / Staff Cafeteria**

i. **Financial Bid.** Rate must be quoted inclusive of GST.

Description	Total Estimated No. of Persons	1 st Year		2 nd Year		3 rd Year	
		Rate per head	Total Price per month	Rate per head	Total Price per month	Rate per head	Total Price per month
Per head per month rate (in rupees) for one(01) person (List of menu attached	230						
Total							

Note: All applicable taxes will be deducted at source as per laws of Government of Pakistan.

ii. **Bid Security/Earnest Money**

Description	2% of Bid Security(Earnest Money) (Rs.)
2% of bid price for first four month	

Bid Security/Earnest money equal to 2% of total bid price of first four months (Refundable to the unsuccessful bidders) in shape of pay order / Bank draft (Cheque will not be accepted) **in favor of Pakistan Telecommunication Authority**, Islamabad, should be attached with the **Financial Proposal** and certificate for earnest money is attached with financial proposal must be provided with technical proposal. **Technical Proposal without certificate of earnest money will be rejected forthwith.**

Signature _____
With Seal

Menu for Officers / Staff Cafeteria

Description	Remarks
Salad	
Chicken Pineapple Salad	
Fruit Salad	
Russian Salad	
Kachumer Salad	
Apple Cabbage Salad	
Green Salad	
Arabic Salad	
Red Bean Salad	
Pasta Salad	
Chick Peas Salad	
Rice	
Chicken Fried Rice	
Vegetable Fried Rice	
Eag Fried Rice	
Chicken Pulao	
Chicken Biryani	
Chinese Rice	
Zeera Fried Rice	
Vegetable Rice	
Masala Rice	
Beef Pulao	
Chicken Pulao	
Mutton Pulao	
Keema Biryani	
Bar B.Q and Kababs	
Chicken Steam Roast 1/4 Piece	

Drum Stick	
Chicken Boti	
Chicken Seikh Kabab	
Fried Fish/ Finger Fish	
Soup (any type)	
Curry	
Chicken Handi	
Chicken Jalfirezi	
Chicken Shami Kabab	
Chicken Haleem	
Chicken Nehari	
Palak Panir	
White Chicken Qorma	
Pepper Gravy Chicken	
Mutton Karahi/Mutton Qorma	
Dal Chana	
Steamed Vegetable with Olives	
Dal Mash White	
Chicken Curry	
Dal Moong Makhni	
Karhi Pakora	
Steamed Vegetable	
Chicken Kofta Curry	
Mixed Vegetable with White Sauce	
Steamed Vegetable with Mushrooms Sauce	
Steamed Vegetable with White Sauce	
Beef Nihari	

Sweet	
Fresh Fruit	
Ice Cream	
Gulab Jaman	
Kheer/Gajjar Halva	
Fruit Trifle	
Sheer Khorma	
Shahi Tukray	
Ras Malai	
Faluda	
Others	
Chicken Chowmein	
French Fries	
Chicken Sandwiches	
Dahi Bhalay	
Chicken Burger	
Chana Chat	

Note

- i. Salad & Raita daily
- ii. Rice of any type daily
- iii. Fresh Roti / Nan daily
- iv. Mutton 1 x time in a week
- v. Chicken 4 x times a week
- vi. B.B.Q 1 x time in a week
- vii. Fish Once in a week from October to February
- viii. Daal / Vegetable daily
- ix. Sweet daily
- x. Chicken /Beef stacks 1 x time a week
- xi. Chinese/Thai dishes as per requirement
- xii. Soup daily from November to February
- xiii. Any other requirement

Menu for Meetings/Conference etc

S.No.	Item	Weight / Quantity	Rate Inclusive GST
1	Tea	125 ml	
2	Green Tea	125 ml	
3	Coffee	125 ml	
4	Tea/Coffee with Biscuits (Tahzeeb Cookies or equivalent)	125 ml with 02 Number of Biscuits Normal Size	

Note: Mineral Water and Cold Drinks rates will be charged as per company retail price. Other items i.e. Samosa/Vig Roll/Ch.Patties/ etc.will be provided from Tehzeeb Bakers or Equivalent

Menu / Dishes for Breakfast and Tea etc

S.No.	Item	Weight/ Quantity	Rates inclusive GST
1.	Tea	125 ml	
2.	Green Tea	125 ml	
3.	Doodh Patti	125 ml	
4.	Coffee	125 ml	
5.	Sliced Bread (Plain)	One Piece	
6.	Sliced Bread with one Egg	Two Piece	
7.	Egg (Omelette/fry)	One Egg	
8.	Channa	Plate	
9.	Pratha	200 gm	
10.	Roti/ Nan	100 gm	

Draft Agreement

CONTRACT FOR PTA CAFETERIA

This Agreement for Provision and Supply of Food Services (the "Services") is made out as of _____, 2018 at _____

By and Between

M/s. _____ through Mr./Ms. Bearing CNIC NO. _____ having place of business at _____ (hereinafter referred to as the "Contractor" which expression shall, where the context so allows include his/its successors-in-interest, executors, administrators, heirs and permitted assigns) of the One Part and;

AND

Pakistan Telecommunication Authority a statutory body established under Pakistan Telecommunication (Re-organization) Act, 1996, having its principle office at PTA H/Q, F-5/1, , Islamabad (hereinafter referred to as the "Client" which expression shall, where the context so allows include his/its successors-in-interest, executors, administrators, heirs and permitted assigns) of the Other part .

(If when and where applicable the Party of the One Part and Party of Other Part shall hereinafter be collectively referred to as 'Parties' and individually as 'Party' as the context of this Agreement requires).

WHEREAS;

1. The client is desirous to acquire the service of Contractor for Provision and Supply of Food Services for its Officers and Staff at it HQs building.
2. The Contractor is a _____ being engaged in the business of provision and supply, of food and has agreed to provide these services subject to the conditions as set forth hereunder.

NOW THEREFORE, for the consideration provided herein the representation and warranties, covenants, conditions and promises contained herein below and intending to be legally bound, the Client and Contractor hereby agree as follows:

1.

1. SCOPE OF AGREEMENT

Subject to terms and conditions of this agreement the Contractor agrees to provide Services as per requirements of the Client which is prescribed and attached (bidding document) as Annex-A of this Agreement.

2. TERM

2.1 Upon signing of this Agreement the Contractor shall be obligated to provide and supply services to the Client for a period of three (03) years i.e. from _____ to _____ three s

2.2 .

3. TERMINATION

3.1 The Contract can be terminated after giving three (03) month prior notice in writing by either Party. In the event of discontinuation of service by Contractor without

prior notice the Client reserves the right to deduct an amount of equal to month payment as a penalty from the invoice. Notwithstanding anything herein contained Client shall be exclusively entitled to terminate this Agreement;

- i. without advance notice, in case the Contractor is in breach of any of the terms of this Agreement, or in case Client is not satisfied with the Services or quality thereof provided by Contractor;
- i. Without cause, by giving One (01) month advance written notice to the Contractor.
- ii. If the Services do not meet the specifications, terms & conditions mentioned as per tender document/agreement.
- iii. If the Contractor, at any time, makes defaults in proceeding with the Services with due negligence and continues to do so even after a notice in writing or commits default in complying with any of the terms and conditions of the Agreement.

3.2 In case of such termination, the Contractor shall only be paid for Services actually rendered up to the date of termination, and any advance payment in respect of services not performed or in respect of period falling after the effective date of termination shall be refunded by the Contractor to the Client within 30 days.

3.3 The Client, shall not, because of expiration or termination of this Agreement, be liable to the Contractor for any compensation, reimbursement, or damages because of the loss or prospective profit or because of expenditures or commitments incurred in connection with the business of the Contractor.

4. CHARGES

4.1 In consideration of rendition of the Services by the Contractor, the Client shall pay the Contractor, payments as specified in the Bid document (which would be inclusive of GST) subject to the complete satisfaction of the terms and conditions as specified in tender document and agreement.

4.2 All amounts paid to the Contractor as per above clauses are inclusive of all taxes, levies, duties, and any other deduction related thereto etc. and are acknowledged by the Contractor to be adequate and sufficient consideration for the rendition of Services by the Contractor.

4.3 All payments to be made by the Client to the Contractor shall be subject to such deductions and withholding(s) as are required by prevailing laws which shall be to the account of the Contractor.

4.4 The Contractor shall be solely responsible for all payments, liabilities and all other obligations of whatsoever nature pertaining to its staff/workers who shall be deputed for the Services at the Client's building cafeteria.

4.5 The Contractor undertakes to fully indemnify and hold harmless the Client against any claims, losses, damages, or expenses in relation to injury or death to any persons or loss or damage to property arising out of the performance of Services.

4.6 The Contractor and its staff /employees shall be bound to obey safety rules and other regulations prescribed by the Client in its premises. Any losses/damages suffered by the Client due to omission on the part of the Contractor, his staff/employees to abide by this condition shall be the sole liability of the Contractor and it may result in termination of the Agreement by the Client at its sole discretion.

5. **DUTIES & RESPONSIBILITIES:-**

- i. The Contractor hereby obliged that it is liable to comply with all the legal requirements for obtaining license issued by the concerned government organization(s)/authority(s)/institution(s), etc relating to the sale of food, drinks and the like items.
- ii. The Contractor shall supply and maintain foods, drinks and items related thereto in consideration of payment agreed terms.
- iii. The Contractor shall not compromise on cleanliness of cafeteria and ensure washing & /changing of white Napkins on daily basis at officer's cafeteria and all other ancillary acts in this regard.
- iv. The working hours of the cafeteria shall be 0830 hours to 1800 hours (hrs) on all working days however changes in scheduled working hrs may be expected in exceptional circumstances as per requirement by Cafeteria Committee of the Client.
- v. The Contractor shall ensure provision and supply of crockery & cutlery etc. of high quality and maintain all the crockery, kitchen utensils, Deep Freezers, Refrigerators, Plate warmers, Ban marry etc. and the like, which are necessary for carrying out this mess at his own cost.
- vi. The Contractor shall ensure hiring at its own cost of the following staff:

❖	Cook	3
❖	Waiters	6
❖	Tandorichi	3
❖	Dish Washier	3
❖	Helper	2
❖	Supervisor	2
❖	Manager	1
❖	Janitorial Staff	1
❖	Any other on demand basis	
- vii. Further to above it is responsibility of the Contractor that hired staff is properly dressed in uniform i.e. to be arrange by Contractor, having name plate displayed thereon. The provision of medical fitness certificates (including vaccination) of hired staff to the Client is mandatory.
- viii. The Contractor shall be solely responsible for all payments, salary, charges/liabilities any dues and all other obligations whatsoever nature pertaining as per fair rules of Government of Pakistan, (GoP) to its hired staff/workers who shall be deputed for the Services to the Client cafeteria premises. The Contractor shall not engage in any child labour.
- ix. 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 the Client. The Contractor, in addition to above undertakes to fully indemnity and hold harmless the Client 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.
- x. Cleaning of the Cafeterias twice daily and Fumigation of 2 x kitchen and 2 x Halls to be done by the Contractor on weekly basis to ensure proper hygiene.
 - xi. Cleaning of crockery, utensils, chairs & tables etc in the Kitchen & Dining Halls are to be done by the Contractor properly.
 - xii. Damaged glass, crockery, or cutlery may not be used in both the cafeterias.
 - xiii. In case of any damage/loss/theft of any Cafeteria property or other facilities provided by the Client under the terms of this Contract, the Contractor will be responsible for the same and the cost of loss, damage, theft etc will be recovered from the later to make good the loss, damage, etc, except in the case of Force Majeure.
 - xiv. The Contractor shall ensure that all raw material/ingredients (canola/sunflower cooking oil, spices, pastes souses etc) to be used for cooking should be well known brand or from a brand duly approved by the Cafeteria Committee of the Client.
 - xv. The Contractor shall ensure that mineral water (Nestle or Aquafina Brand) to be used for cooking and making tea etc. or from a brand duly approved by the Cafeteria Committee of the Client.
 - xvi. The Contractor shall submit 2 or 3 brands for each item and then the cafeteria committee will select the brand that shall be used to prepare the food.
 - xvii. The Contractor should properly display daily menu on price board. Buffet lunch will be served in Officers/Staff Cafeteria as per agreed rates and duly approved menu by the Client Cafeteria Committee.
 - xviii. Retention Money is limited to 6% of cost of four month. 2% earnest money will be converted into retention money and balance 4% of retention money will be deducted from first monthly invoice and the same will be released within 02 months of expiry of contract.
 - xix. Menu may be changed at any point in time if the same is not as per specification, terms and conditions attached as Annex-A or otherwise may not agreed to by the Client or Cafeteria Committee of the Client, as the case may be.
 - xx. The Contractor shall work under overall direction/supervision of the Admin Directorate of Client Office and the cafeteria committee of the Client.
 - xxi. The Contractor is not allowed to sublet this contract to any third/other party. In case of violation, if any, of the term or this clause of the Agreement the Client shall be entitled to terminate this Agreement upon notice to the Contractor as specified herein above.
 - xxii. The items used for cooking will be daily checked and approved by the Cafeteria Committee of the Client.
 - xxiii. The Cafeteria Committee of the Client has the right to inspect and check the products used foods provided and supplied by the Contractor at any time.

6. BENEFITS AND PERKS

6.1. Contractor will be eligible for the benefits and perks as per the mutually agreed consent of both parties. Any change in this regard will be applicable to the whole Agreement.

- i. Client shall supply furniture, electricity, gas and Television (during load management of gas, Contractor will be responsible for arranging Gas for cooking purpose) to the Contractor free of cost however, repair and maintenance of TV and other furniture will be the responsibility of Contractor.
- ii. No accommodation will be provided to any staff/worker/persons of the Contractor by the Client.
- iii. No payment will be paid to Contractor during the holy month of Ramzan-ul- Mubarik, when the provision /supply of foods/services are stopped.
- iv. Rates for special events/meetings shall be decided after mutual discussion and negotiations with both the parties and as agreed thereto, accordingly.
- v. The approved rate list and subsidy detail are attached herewith this Agreement as "Annex-B" which is deemed to be an integral part of this Agreement and will be followed by the Contractor.
- vi. If it is noticed that Contractor is paying salaries to their employees in violation of minimum wage / pay set by GoP then the Contract will be terminated by the Client upon or without notice of one (1) month period, as deemed appropriate by the Client.

7. DISPUTE RESOLUTION

7.1 In case of any dispute or difference, the case will be referred to cafeteria committee of the Client for amicable settlement /resolution of the dispute at first stage. At the 2nd stage the case will be referred to Authority of the Client through Director (Administration). The decision of the Authority to settle the issue amicably will be final and will not be challenged in any court of Law.

7.2 In the event of failure of amicable settlement of dispute as above, either party of this Agreement may refer the matter of dispute to arbitration under the provision of Arbitration Act, 1940 and the rules issued thereunder, at Islamabad, Pakistan.

8. GENERAL PROVISIONS

8.1 The performance of Contractor as per terms and conditions given in this Agreement and bidding documents (as an integral part of the Agreement) will be ascertained by cafeteria committee of Client and on recommendation of the said committee, Director Admin will issue Satisfactory Performance Certificate on annual basis.

8.2 Contractor may receive time to time warnings from Client incase quality of services found unsatisfactory by Cafeteria Committee of Client.

8.3 **Penalty** of ranging Rs.1000/- to Rs.100, 000/- for each case can be imposed by Director (Admin) on the recommendation of cafeteria committee due to non adherence of quality/quantity and any clause of bidding documents and agreement.

8.4 No variation in or modification to the terms of this Contract shall be made, except be a written amendment/modification duly agreed and signed by both the parties hereto.

8.5 The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

8.6 All addition amendments and variations to this agreement shall be binding only if in writing and signed by the Parties or their duly authorized representatives.

9. Governing Law

9.1 The provisions of this Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the prevailing laws of Pakistan

SIGNATURES:-The agreement must be read and understood as it is a binding legal document once signed by both the parties.

SIGNED ON BEHALF OF

For and on behalf of
Contractor

For and on behalf of Client 2nd Party
Pakistan Telecommunication Authority

Witnesses:

1. _____

2. _____