



Government of Pakistan
PAKISTAN TELECOMMUNICATION AUTHORITY
www.pta.gov.pk

Invitation To Bid

For provision of Cafeteria Services

Pakistan Telecommunication Authority, the telecom regulator, 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/ Respective Provincial Revenue Authority / Department for Provision of Cafeteria Services at PTA H/Qs for a period of three (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 websites (www.pta.gov.pk, www.ppra.org.pk) free of cost.

The bids, prepared in accordance with the instructions in the bidding documents, must be submitted through E-Pak Acquisition and Disposal System i.e. e-PADS before 24th January 2024 at 11:00 AM. If the bid receiving and opening day fall on a public holiday, the bids will be opened on next working day at the same time. Technical bids will be open on the same day at 11:30 AM through e-PADS system. This advertisement is also available at PTA and PPRA websites i.e. www.pta.gov.pk and www.ppra.org.pk. All bids must be accompanied by a Bid Security in an acceptable form in the amount of Rs. 100,000/-.

Arif Mushtaq Rana
Assistant Director (Admin)
PTA Headquarters, F-5/1, Islamabad.
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Hiring of Contractor for Running of
PTA Cafeteria's

BIDDING DOCUMENT

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>


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Bidding Document

Bids duly completed in all respects as per bidding documents shall be submitted through E-Pak Acquisition and Disposal System (e-PADS) available on PPRA website on or before 24-01-2024 11:00 AM. Technical bids will be opened the same day at 11:30 AM through e-PADS system. The submission and evaluation of bids will be carried out as per "Single Stage Two Envelope Procedure" of PPRA Rules.

Terms & Conditions

1. Invitation to Bid issued in the Print Media and PPRA / PTA Websites is part of this document.
2. The services will be hired according to PPRA Single stage - two envelope procedure.
 - a. The bid shall be submitted through **E-Pak Acquisition and Disposal System (e-PADS) available on PPRA website**. All interested bidders must register themselves on PPRA website in e-PADS as suppliers for submitting their bids. The detailed procedure for submission of bids is available at PPRA website i.e. [epronotif1.pdf \(ppra.org.pk\)](#) .
 - b. The bidders through the system shall fill the standard entries of the technical and financial proposals forms and allied sections separately. However, the bidders through the system shall encrypt those entries electronically in the form of two encrypted packages with the separate encryption timelines, as configured in the 'system in accordance with the opening schedule defined in the procurement notice and respective procurement documents'.
 - c. The Procuring Agency shall access to the encrypted technical proposal portion through Encrypted Proposal Submission System (EPSS) after lapse of thirty (30) minutes on the date of proposal submission deadline configured in the system.


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- d. The Procuring Agency shall open the technical proposals at the time, date and venue mentioned in the opening schedule in the presence of the bidders in accordance with the requirement of Rule 28(2) of the Public Procurement Rules, 2004. The bidders may be physically present or may choose to participate online during live opening session.
 - e. The Procuring Agency shall fill out the entries of the Technical Proposal Opening Sheet generated by the system, and shall post the tender opening sheet and allied record on the system.
 - f. The Procuring Agency through the system shall collect data of technical responsiveness and allied updated date of opening of financial proposal from the e-Evaluation Matrix System and e-Grievance Redressal System, and update the configuration accordingly.
 - g. The Procuring Agency shall access to the encrypted financial proposal portion of the EPSS to the extent of only technically responsive proposals on the time and date configured in the system.
 - h. The Procuring Agency shall fill out the entries of the Financial Proposal Opening Sheet generated by the system, and shall post the tender opening sheet and allied record on the system.
 - i. The Procuring Agency shall ensure that the financial proposals remain encrypted in the system which are technically non-responsive, unless specifically required by the Authority (i.e. PPRA) for determining any trends or for the purpose of some investigation or inquiry.
 - j. Bid Security (**in original**) of Rs. 100,000/- (Rupees one hundred thousand only) in the shape of Pay orders / Demand Draft in the name of Pakistan telecommunication Authority must reach this office on or before of the closing date by 1100 hours (bid security in the shape of cheques shall not be entertained).
3. PTA reserves the right for the selection of "most advantageous bid", which has met the mandatory requirements / eligibility criteria, found substantially responsive to the terms and conditions as set out in these bidding documents and evaluated as the highest ranked bid on the basis of **quality and cost**.


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4. Performance Guarantee (P.G.) is limited to 0.5% of total contract amount of lunch which will be deposited by the contractor at time of signing of contract and the same will be released within 02 months of expiry of contract or termination of contract. The P.G. shall be liable for forfeiture in favour of PTA in case of breach of any term(s) and condition(s) of these bidding documents as well as the contract.
5. Bid shall be submitted excluding GST. The GST will be paid to the contractor on the rate prescribed by GoP from time to time.
6. Rates for special events / meetings will be decided on mutual negotiations as per market rates.
7. Food will be served in partially in buffet e.g. Daal, vegetable, rice, salad, Raita etc (self-service) and meat items to be served on table (3-4 standard piece per person), the menu of lunch will be prepared on monthly basis (every alternate week) by PTA.
8. Breakfast / tea arrangements with snacks on cash payment basis (**paid by employees themselves**) as per daily requirement on quoted rates which may be provided as mentioned at Annex-C. The rates of these items shall be less than the market prices due to usage of free facility / utilities offered by PTA to the contractor. The rates of these items will also be negotiated with the successful bidder from time to time to keep them less than the market price.
9. Bid security of technically disqualified/ unsuccessful bidders will be returned after opening of financial bids of technically qualified bidders.
10. Whereas, Bid security of disqualified bidders (**financially**) will be returned after signing of contract with the successful bidder. Bid security of the successful bidder shall be returned on deposit of the performance guarantee.
11. In case of withdrawal of the bid by a bidder after the deadline for the submission of bids and during the period of bid validity or any extension thereto provided by the bidder, the Bid Security shall be forfeited.
12. Bid should be valid for 120 days from opening of technical proposal.
13. Successful bidder will sign a contract / agreement for the period of three year.


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14. All pages of Bid Documents, Technical and Financial Proposal will be signed and stamped by the bidder, otherwise bid will be rejected at the time of evaluation
Penalty: Penalty for each case / breach of contract, as detailed below, shall be imposed by Director (Admin) on the recommendations of cafeteria committee: -

S.No.	Description of violation	Penalty amount per case (in PKR)
i.	Use of sub-standard ingredients OR the one not approved by the Cafeteria Committee	20,000/-
ii.	Serving less quantity of food or non-availability of food during the prescribed time	
iii.	Non-maintaining hygiene in the kitchen and cafeteria (Without Clean Dress, Aprils, Hats, Gloves, Badges)	
iv.	Recurrence of an issue/ problem in spite of warning	
v.	Violation of any other clause (not mentioned in this table) of the agreement/ bidding documents/ SOP.	

15. Successful bidder will maintain a tuck shop in officers and staff mess where he will keep refreshment items like tea, cold drinks, Juices, biscuits, Snacks to include Samosas, Pakoras and Sandwiches, mobile cards, ice cream and candies etc. Payment will be made by individuals in cash. Rates will be charged as per company / market retail price.
16. Conditional bids as well as if any clause of bidding document / contract agreement / SOP has not been accepted by a bidder, then his bid will be rejected at the time of evaluation of technical and financial proposal.
17. Joint Venture and Sublet of contract will not be allowed and in case of breach of this condition, the contract will be immediately terminated and performance guarantee will be forfeited.
18. Blacklisted / Debarred Contractors / Firms publicized on PPRA website are not eligible to participate.


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19. After award of contract, contractor will be registered with FBR for sales tax purpose if not registered earlier. Monthly payment shall be linked with ATL status of FBR as per PPRA Tax Compliance Regulations 2015.
20. Pakistan Telecommunication Authority, Islamabad reserves the right to accept or reject any or all bids as per PPRA Rules. **These bidding documents will be considered integral part of agreement for implementation purpose.**
21. Taxes and duties will be deducted at source as per Government rules.
22. Proof of NTN and GST must be enclosed with.
23. Weightage of Technical and Financial proposals will be 40% and 60% respectively. The bidder obtaining highest marks combining both Technical and Financial proposals will be awarded the contract.
24. If two or more bidders obtain equal marks in aggregate, then the contract will be awarded to the one with lowest financial bid.
25. Evaluation criteria is given in the technical proposal. Minimum threshold for qualifying in the technical proposal is 60%. Financial bids of only technically qualified bidders shall be opened.
26. Evaluation criteria of financial proposal is as under.

Financial Score=

$$60 \quad \times \quad \frac{\text{Amount quoted by lowest company for Cafeteria Lunch in financial bid}}{\text{Amount quoted by the company whose financial score is to be calculated for Cafeteria lunch}}$$

38. Both parties (PTA or service provider) can terminate the contract with the prior notice of three months period without assigning any reason.
39. For any further clarification prospective bidders may contact the undersigned on Tel: 051 - 2878131.

(Arif Mushtaq Rana)
Assistant Director (Admin)


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General Information / Instructions

PTA Employees

- | | | | |
|-----|--------------------------|---|-------------------|
| i. | Officer (including MTOs) | - | 200 |
| ii. | Staff | - | 150 |
| | Total: | - | 350 approximately |
- (The persons may increase / decrease)

Working Days.

There are five (5) working days in a week (Monday – Friday). If any day declared as working day (other than normal five working days) or vice versa then contractor will provide the lunch facility and payment will be made accordingly.

PTA Facilities for Contractor

- i. Kitchen with Natural Gas if available, however during load management by SNGPL, Contractor is responsible for arrangement of Gas for cooking at his own resources
- ii. Hall & Furniture. During the contract, the Contractor will be responsible for repair & maintenance of Furniture, LED, Ovens, Tandoors etc. provided by PTA
- iii. Drinking water will be made available by PTA

Contractor Liabilities

- i. Kitchen Accessories
- ii. Crockery fine quality (stone ware) as approved by PTA Cafeteria Committee for both cafeteria (same quality). At least two items per person i.e. rice plate, curry plate, bowl, fork, table spoon, tissue papers and napkin must be available at both cafeteria's
- iii. Cutlery / Water Set fine quality as approved by PTA Cafeteria Committee / Director (Administration)


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- iv. Water for cooking (Nestle / Aquafina / Springley) is responsibility of contractor
- v. Hot Ban Marry
- vi. Refrigerator / Deep Freezer etc.
- vii. Oven / Microwave Oven
- viii. Visi Cooler (Standing Refrigerators)
- ix. Gas for cooking during load management by SNGPL.
- x. Manpower such as ():
 - a. Cooks
 - b. Skilled labor
 - c. Waiters
 - d. sweepers
- xi. Following shall be ensured by the contractor in respect of its staff:
 - a. Uniform / Caps / Gloves for waiters etc.
 - b. Medical facilities to his staff
 - c. Wages to its employees as per fair wages rule of GoP.
- xii. Submission of medical fitness certificate for cooks and waiters (all cafeteria staff) 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.
- xiii. If at later stage, a need arises to establish another cafeteria facility in the radius of 1 KM of PTA HQs, the contractor will provide the same with similar standards as in PTA HQs.


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Technical Proposal


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A form for technical proposal must be filled by bidder.

Mandatory Requirements for Technical Proposal

Following mandatory requirements must be fulfilled by bidder. If any mandatory requirement is not fulfilled by bidder, the bid will be rejected.

- i. Principal Business i.e. well-established Hotel or Restaurant, Business entities operating as Caterers will also be considered.
- ii. Minimum experience of five (05) of provision of such services (officer's cafeteria / staff cafeterias) or serving meal duly supported by documents (signed contract agreement etc) to multinational / corporate or autonomous body or Public or Private Ltd. company. Bidder's experience of operating canteens of school / college / university / institute / hostel / hospital, government canteens or public canteens will not be considered.
- iii. Valid Trading License/permission/registration for provision of such services from concerned Government Departments. (if license is expired, proof for renewal process of the license must be attached).
- iv. The bidder must be registered with FBR for income tax and with FBR/ Respective Provincial Revenue Authority / Department for sales tax.
- v. The bidder should be on Active Tax Payer List (ATL) for income tax on FBR and ATL of sales tax on FBR or Provincial Revenue Authority.
- vi. The contractor will submit an undertaking on **Stamp paper of PKR 100** bearing that the company / firm is not blacklisted by any government department or his contract was never cancelled due to unsatisfactory performance. Issuance of Stamp paper **date** must be after advertisement of invitation to bid date.

- Note:**
- a. Documentary Proof in respect of above mentioned mandatory criteria must be attached otherwise bid will be rejected.
 - b. Bid Documents along with draft agreement must be signed, stamped and attached with Technical Proposal.


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Technical Evaluation Marks

S.No.	Description	Marks
1	Bidder's Experience as per clause ii of Technical Proposal (4 marks per year beyond minimum five (05) years) duly supported by signed contract/agreement etc.	20
2	Cafeteria Services for completed Contracts/Jobs (5 marks per contract / jobs will be considered For Autonomous Department / Corporation / Public or Private Ltd. company / Multinational companies)	15
3	Ongoing cafeteria contracts duly supported by signed contract/agreement etc (the same will be visited by PTA technical committee for verification) (5 marks per contract/job will be considered)	15
4	No. of Employees on payroll (Contract letter must be attached, Contract period must not be less than 6 months)	10
	20 or more employees	10
	>10 and < 20 employees <10 employees	05 0
5	Bank Account maintenance certificate in the name of Bidder's business. Personal Accounts will not be considered	20
	Annual Credit Transactions (in PKR) - from July 2022 to June 2023	
	≥ 15 million	20
	> 6 Million & < 15 Million > Less than 6 Million	10 00
6	Verification of Quality Services at Principle Business (Hotel / Restaurant / Catering / Commercial kitchen etc)*	20
	Technical Committee will visit the Hotel / Restaurant to inspect. i. outstanding ii. good iii. unsatisfactory *. Evaluation will be carried out on the basis of parameters as per the below attached performa.	20 10 00
	Total	100


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Notes:

- i. Minimum threshold for qualifying is 60%.
- ii. 40% of the marks obtained in technical evaluation will be considered for final evaluation.

Verification of Quality Service

Name: _____

Address: _____

Visit date and time: _____

S.No.	Description	Out standing (20)	Good (10)	Unsatisfactory (0)
1	Cleaning			
2	Kitchen			
3	Dining Hall			
4	Catering			
5	Personal Appearance			
6	Quality of Food			
7	Presentation			
MARKS OBTAINED				
Weighted Average (marks obtained / 7)				

Note: Marks will be awarded on the basis of the weighted average of obtained marks.

Technical Evaluation Committee


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Distribution of Financial Evaluation Marks

Description	Marks
Cafeteria Lunch	60
Total	60

Financial Score=

$$60 \times \frac{\text{Amount quoted by lowest company for Cafeteria Lunch in financial bid}}{\text{Amount quoted by the company whose financial score is to be calculated for Cafeteria lunch}}$$


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Bid Form

Financial Bid Officers / Officials Cafeteria (Excluding GST)

Description	Total Estimated No. of Persons	1 st Year		2 nd Year		3 rd Year	
		Rate per head per month	Total Price per month	Rate per head per month	Total Price per month	Rate per head per month	Total Price per month
Per head per month rate (in rupees) for one(01) person (List of menu attached)	350						
Total (based on 11 months excluding Holy Ramzan)							
Grand Total							

Contract Amount =

Note:

- i. There are five (5) working days in a week (Monday - Friday). If any day declared as working day (other than normal five working days) or vice versa then contractor will provide the lunch facility and payment will be made accordingly.
- ii. Rate must be quoted **excluding GST**. GST will be paid as per applicable rates.
- iii. All applicable taxes will be deducted at source as per laws of Government of Pakistan.

Signature _____
With Seal


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Menu for Cafeteria will be prepared / approved by concerned committee on following lines:-

1. Salad & Raita Daily
 2. Fresh Roti / Nan Daily
 3. Mutton Qorma / Karahi once in a month
 4. Beef (Aloo Gosht) once in a month
 5. Chicken Biryani 3 times in a month
 6. Kabli / Afghani pulao once in a month
 7. Daal + Rice 4 times in a month
 8. Beef / Chicken Nihari / Haleem twice a month
 9. Lunch will be served partially in buffet e.g Daal, Vegetable, Rice, Salad, Raita etc (self-service) and **Meat Items** to be served (**3-4 standard size pieces per person**), in both cafeterias
 10. One Meat item on daily basis (chicken, mutton, beef, fish, bar.b.q etc)
 11. Wheat flour shall be used (**whole grain wheat flour**)
 12. Same menu will be served in both cafeterias
 13. Ice Cream, Cold Drinks, Tea etc. available on Cash payment
- i. Diet Food i.e. one plate of fresh Salad with seasonal fruits etc. or as recommended by **Medical Officer for 40 - 50 Persons (These persons will not consume normal food)**
- ii. Below menu items are just a guideline. Any other item can be included in the menu with consultation of Director (Admin) & Cafeteria Management Committee.

Menu Items for lunch	
Description	Remarks
Apple Cabbage Salad	
Fresh / Green Salad	
Arabic Salad	
Red Bean Salad	
Pasta Salad	
Chick Peas Salad	
Chicken Fried Rice	
Chicken Vegetable Rice	
Mutton Biryani / Pulao	
Chicken Biryani / Pulao	


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Beef Biryani / Pulao	
Afghani / Kabuli Pulao	
Bar B.Q and Kababs	
Chicken Steam Roast 1/4 Piece	
Drum Stick	
Chicken Boti	
Chicken Seekh Kabab	
Chicken Steak with Cold Drink	
Fish Cutlets	
Soup (any type)	
Curry	
Chicken Karahi	
Chicken Jalfrezi	
Chicken / Beef Haleem	
Chicken / Beef Nehari	
Palak Paneer	
White Chicken Qorma	
Pepper Gravy Chicken	
Mutton Karahi / Mutton Qorma	
Daal Chana (All Kinds of Daal & Legumes)	
Chicken Curry	
Karhi Pakora	
Chicken / Beef Kofta Curry	
Mixed Vegetable	
Steamed Vegetable with Mushrooms Sauce	
Steamed Vegetable with White Sauce	


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Sample Menu

1st Week

Monday	Tuesday	Wednesday	Thursday	Friday
Chicken Karahi	Chappal Kabab	Chicken Qorma	Chicken Haleem	Chicken Biryani
Mix Veg	Daal + Rice	Red Bean Lobia	Seasonal Veg	Daal
Fresh Salad	Fresh Salad	Fresh Salad	Fresh Salad	Fresh Salad
Raita	Raita	Raita	Raita	Raita
Roti / Naan	Roti / Naan	Roti / Naan	Roti / Naan	Roti / Naan

2nd Week

Monday	Tuesday	Wednesday	Thursday	Friday
Mutton Qorma	Seekh Kabab Masala	Chicken Nihari	Chicken White Qorma	Chicken Biryani
Daal	Daal + Rice	Mix Veg	Vegetable	Anda Curry
Fresh Salad	Fresh Salad	Fresh Salad	Fresh Salad	Fresh Salad
Raita	Raita	Raita	Raita	Raita
Roti / Naan	Roti / Naan	Roti / Naan	Roti / Naan	Roti / Naan

3rd Week

Monday	Tuesday	Wednesday	Thursday	Friday
Chicken Qorma	Chicken Karahi	Beef Haleem	Chicken Jalfrezi	Afghani Pulao
Vegetable	Daal + Rice	Vegetable	White Channay	Daal
Fresh Salad	Fresh Salad	Fresh Salad	Fresh Salad	Fresh Salad
Raita	Raita	Raita	Raita	Raita
Roti / Naan	Roti / Naan	Roti / Naan	Roti / Naan	Roti / Naan

4th Week

Monday	Tuesday	Wednesday	Thursday	Friday
Beef Qorma (Aloo Gosht)	Chicken Kofta Curry	Chicken Karahi	Boneless Chicken Handi	Chicken Biryani
Vegetable	Daal + Rice	Mix Veg	Red Bean Lobia	Daal
Fresh Salad	Fresh Salad	Fresh Salad	Fresh Salad	Fresh Salad
Raita	Raita	Raita	Raita	Raita
Roti / Naan	Roti / Naan	Roti / Naan	Roti / Naan	Roti / Naan

Rates for Items for PTA Employees / Guests
(Cash Basis)

S.No.	Item	Weight / Quantity	Rate (in Rs.) Exclusive GST		
			1 st Year	2 nd Year	3 rd Year
1.	Daal / Channa (different kinds)	Full Plate			
2.	Vegetable seasonal	Full Plate			
3.	Kari Pakora	Full Plate			
4.	Anda Kari	Full Plate			
5.	Chicken Qorma / Kari / Haleem Nihari	Full Plate: 1x piece of chicken i.e. leg, thai or breast ^{1/2}			
6.	Aalo Ghost / Aalo Qeema / Kofta Curry	Plate			
7.	Chicken Biryani / Chicken Pulao	Full Plate: 1x piece of chicken i.e. leg, thai or breast ^{1/2}			
8.	Rice Simple	Full Plate			
9.	Zarda (Sweet)	Full Plate			
10.	Kheer	Full Plate			
11.	Roti/ Nan	100 gm			
12.	Salad	Full Plate			
13.	Raita	Full Bowl			
14.	Tea	125 ml			
15.	Green Tea	125 ml			
16.	Doodh Patti	125 ml			
17.	Coffee	125 ml			
18.	Sliced Bread (Plain)	One Piece			
19.	Sliced Bread with one Egg	Two Piece			
20.	Egg (Omelets / fry)	One Egg			
21.	Channa	Plate			
22.	Pratha	200 gm			

Note:

- i. The contractor would serve items for non-members on cash basis.
- ii. Contractor would cook daily additional items from any of above to cater for demand of non-members.


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Menu for Official Meetings / Conference etc

S.No.	Item	Weight / Quantity	Rate exclusive GST		
			1 st Year	2 nd Year	3 rd Year
1	Tea	125 ml			
2	Green Tea	125 ml			
3	Coffee	125 ml			
4	Tea/Coffee with Biscuits (Cookies from Tahzeeb Bakers or equivalent)	125 ml of Tea/ Coffee with 02 Numbers of Biscuits of Normal Size			
5	Chicken Patties (Tehzeeb or Equivalent)	Normal Size			
6.	Chicken Sandwich (Tehzeeb or Equivalent)	Normal Size			
7	Pastry (Tehzeeb or Equivalent)	Normal Size			

Note:

Mineral Water and Cold Drinks rates will be charged as per company retail price. Other items i.e. Samosa / Veg Roll etc. will be provided from Tehzeeb Bakers or Equivalent as per price charged by the concerned bakery / market price.


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CONTRACT FOR PTA CAFETERIA

This Agreement for Provision and Supply of Food Services (the "Services") is made on _____, 2023 at Islamabad By and Between M/s. _____ through Mr. _____ Bearing CNIC No. _____ having place of business at _____, Islamabad (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 headquarters 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;

The Client is desirous to acquire the services of Contractor for Provision and Supply of Food and ancillary cafeteria Services for its employees/officers at PTA HQs.


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The Contractor " _____ " is engaged in the business of provision and supply, of food and ancillary cafeteria services (hereinafter referred to as the "Services") 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. **SCOPE OF AGREEMENT**

Subject to terms and conditions of this Agreement the Contractor agrees to provide Services as per requirements of the Client in accordance with the term set out in this Agreement. The bidding documents shall form an integral part of this Agreement

2. **TERM**

2.1 Upon signing of this Agreement the Contractor shall provide services to the Client for a period of three (03) years i.e. from _____ to _____ as per agreed bid.

3. **TERMINATION**

3.1 If the quality of food and the required Services deteriorates then the Client reserves the right to "Terminate" the contract at any time after serving one month notice without any obligation on its part. The decision of the Client shall be final and binding.

3.2 In the event of discontinuation of service by Contractor without prior notice the Client reserves the right to deduct an amount equal to one month payment as well as performance guarantee as penalty.

3.3 Notwithstanding anything herein contained the Client shall be exclusively entitled to terminate this Agreement;

- i. PTA can terminate the contract with the notice of three months period without assigning any reason.
- ii. Without advance notice, in case the Contractor is in breach of any of the terms of this Agreement.
- iii. 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.

3.4 The contractor may terminate agreement with three months prior written notice without assigning any reason.

3.5 The Client shall not be responsible for any damages / compensation incurred to contractor due to termination of this agreement.


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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 exclusive of GST) subject to the complete satisfaction of the terms and conditions as specified in the 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 cafeteria. The contractor shall abide by minimum wages set by the GoP for payment to its employees.

4.5 Payment will be made on monthly basis (as per monthly rate) and as per strength of Officers / officials enrolled for cafeteria's however in case of any exceptional circumstances to be notified by the Client e.g during COVID, renovation etc. or any other unforeseen situation then payment will be made as per actual consumption of food by number of employees and number of days.

4.6 To cater for reasons provided in para 4.7 above lunch will be served in lunch box, then extra payment for packing material will not be paid by PTA.

5. DUTIES & RESPONSIBILITES: -

- i. The Contractor is hereby obliged to comply with all the legal requirements for obtaining all licenses 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 maintain food, drinks and items related thereto in consideration of payment agreed terms.
- iii. The Contractor will also be required to maintain a tuck shop at PTA where 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/purchaser in cash. Rates will be charged as per company/market retail price.
- iv. The Contractor shall not compromise on cleanliness and hygiene of cafeteria premises and ensure washing & changing of white Napkins on daily basis at Officer's cafeteria and all other ancillary acts in this regard as required by the Client from time to time.


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- v. The working hours of the cafeteria shall be 0800 hours to 1730 hours (hrs) on all working days however changes in scheduled working hours may be notified in exceptional circumstances as per requirement by Cafeteria Committee of the Client.
- vi. The Contractor shall ensure provision and supply of crockery & cutlery etc. of high quality and maintain all the crockery, kitchen utensils, Deep Freezers, Refrigerators, Ban marry etc. and the like, which are necessary for carrying out this mess at his own cost.
- vii. The Contractor shall ensure hiring at its own cost of the following staff which may increase proportionately in case of establishing additional cafeteria facility within 1000 meters of PTA HQs.
- | | | |
|---|---------------------------|---|
| ❖ | Cook | 2 |
| ❖ | Waiters | 8 |
| ❖ | Tandoorchi | 2 |
| ❖ | Dish Washer | 2 |
| ❖ | Helper | 2 |
| ❖ | Supervisor | 1 |
| ❖ | Manager | 1 |
| ❖ | Janitorial Staff | 2 |
| ❖ | Any other on demand basis | |
- viii. Further to above it is responsibility of the Contractor that hired staff is properly dressed in uniform i.e. to be arranged by Contractor, having name plate displayed thereon. The provision of medical fitness certificates (including vaccination) of hired staff to the Client is mandatory.
- ix. Cleaning of the Cafeterias twice a day and Fumigation of kitchens and Halls to be done by the Contractor on weekly basis to ensure proper hygiene.
- x. Cleaning of crockery, utensils, chairs & tables etc. in the Kitchen & Dining Halls are to be done by the Contractor properly.
- xi. Damaged tumbler, crockery, or cutlery items shall not be used in the cafeteria.
- xii. In case of any damage / loss / theft of any Cafeteria property or other facilities provided by the Client during the term of this Agreement, the Contractor will be responsible for the correction of 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.
- xiii. The Contractor shall ensure that all raw material / ingredients (canola/sunflower **cooking oil (i.e. Dalda, Canolive, Habib or of equal quality)**, spices, pastes sauces etc.) to be used for cooking should be well known brand duly approved by the **Cafeteria Committee** of the Client.
- xiv. The Contractor shall ensure that water (i.e **Nestle / Aquafina or springley Brand**) to be used for **cooking and making tea** etc. duly approved by the **Cafeteria Committee** of the Client. Arrangements of water for cooking etc is the responsibility of the contractor.
- xv. The Contractor shall submit 2 or 3 brands/options of each item and then the cafeteria committee will select the item that shall be used to prepare the food.


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- xvi. The Contractor should properly display daily sa on price board. Buffet lunch will be served in the Cafeteria as per agreed rates and duly approved menu by the Client Cafeteria Committee.
- xvii. Menu may be changed at any point in time if the same is not as per specification, terms and conditions or otherwise may not be agreed to by the Client or Cafeteria Committee of the Client, as the case may be.
- xviii. The Contractor shall work under overall direction/supervision of the Admin Directorate of Client Office and the cafeteria committee of the Client.
- xix. The Contractor is not allowed to sublet this Contract to any third/other party.
- xx. The **items / ingredients** used for cooking will be daily checked and approved by the Cafeteria Committee of the Client.
- xxi. 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 LEDs, water dispensers etc and other furniture items will be the responsibility of Contractor.
- ii. No accommodation will be provided to any staff/worker/persons of the Contractor by the Client.
- iii. "Month of Ramzan ul Mubarik" No payment will be paid to Contractor during the month of Ramzan-ul- Mubarik, when the provision of foods/services are stopped. If a Ramzan ul Mubarik is following in 2 calendar month then payment will be made for one calendar month.
- iv. Rates for special events/meetings shall be decided after mutual discussion and negotiations with both the parties (Admin & contractor) 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.

7. DISPUTE RESOLUTION

7.1 In case of any dispute 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 shall be final and binding on both parties.


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FORCE MAJEURE

Neither Party shall be held responsible for any loss or damage or failure to perform all or any of its obligations hereunder resulting from a Force Majeure event.

For the purpose of this Agreement a "Force Majeure Event" shall mean any cause(s) which render(s) a Party wholly or partly unable to perform its obligations under this Agreement and which are neither reasonably within the control of such Party nor the result of the fault or negligence of such Party, and which occur despite all reasonable attempts to avoid, mitigate or remedy, and shall include acts of God, war, riots, civil insurrections, cyclones, hurricanes, floods, fires, explosions, earthquakes, lightning, storms, chemical contamination, epidemics or plagues, acts or campaigns of terrorism or sabotage, blockades or acts of Governmental Authority after the date of this Agreement.

The Party affected by a Force Majeure event shall promptly but not later than seven (07) days following the Force Majeure event notify the other of the estimated extent and duration of its inability to perform or delay in performing its obligations ("Force Majeure Notification"). Failure to notify within the afore-said period shall disentitle the Party suffering the Force Majeure from being excused for non-performance for the period for which the delay in notification persists.

Upon cessation of the effects of the Force Majeure the Party initially affected by a Force Majeure shall promptly notify the other of such cessation.

8. GENERAL PROVISIONS

8.1 Client may issue warnings to the Contractor in case quality of services found unsatisfactory by Cafeteria Committee of Client.

8.2 On non-compliance of warning a **Penalty** as mentioned in bidding documents shall be imposed by Director (Admin) on the recommendation of cafeteria committee due to non-adherence of quality/quantity/hygiene and any clause of bidding documents and agreement.

8.3 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.

8.4 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.

8.5 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.


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8.6 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.

8.7 The Contractor and its staff / employees shall be bound to obey safety rules and other regulations prescribed by the Client and GoP from time to time. 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.

8.8 The Contractor, in addition to above undertakes to fully indemnify 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.

8.9 Performance Guarantee is limited to 0.5% of total contract amount of lunch and the same will be released within 02 months of expiry of contract or termination of contract on receiving of request from contractor.

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

10. Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract

Number: _____

Dated:

Contract

Value: _____

Contract Title:


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[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.


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11. Integral Part

11.1 Annexure-A pertaining to the details/Scope of Services, Annexure-B pertaining to approved rate list and subsidy detail and Bidding documents along with all documents and Annexures (A to E), forms an **integral part** of this Agreement and has to be read and construed as such with this Agreement.

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 1st Party
Contractor

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

Witnesses:

Witnesses:

1. _____
1. _____

2. _____
2. _____


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