



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

No.2/2019-20/Admin/PTA

INVITATION TO BID

(for Running of PTA 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 on or before **17th January, 2020 by 11:00 AM**. Only Technical Bids will be opened on the same at **11:30 AM**. This advertisement is also available at PTA and PPRA websites i.e. www.pta.gov.pk, www.ppra.org.pk

Raja Inam Ul Haque Kyani
Director (Administration)
PTA Headquarters, F-5/1, Islamabad
Tel: 051-2878148, Fax: 051-2878149
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"SAY NO TO DRUGS"



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
5. SoP

*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 **17th January, 2020 by 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.**

Terms & Conditions

1. Tender Notice issued in the Print Media, PPRA/PTA Websites is part of this contract document.
2. The services will be hired according to PPRA Single stage – two envelope procedure.
3. Bid shall be submitted in a single package containing two separate envelopes clearly marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL”.
4. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened.
5. The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the PTA without being opened.
6. 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 of PTA as defined.
7. During the technical evaluation no amendments in the technical proposal shall be permitted.
8. Buffet lunch rates for PTA Cafeteria (Both officers and staff) should be quoted in accordance with attached list at Annex-B of tentative food items on per person per month basis which would remain valid for one year.
9. Separate rates may also be provided for provision of food items on cash basis to non-members (Staff Only)/visitors as per Annex-C.
10. The bidder should quote rates clearly in the Financial Proposal. Cutting & over writing will not be accepted and bid shall be rejected.
11. Bid security equal to 2% of total bid price of first year (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 Bid security is attached with financial proposal must be provided with

technical proposal. **Technical Proposal without certificate of Bid security will be rejected forthwith.**

12. Retention Money is limited to 6% of 1st year amount of lunch which will be calculated of 1st month Invoice i.e. (1st month Invoice * 12 = Total amount, 6% of Total amount). 2% Bid security 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 or termination of contract.
13. Bid shall be submitted excluding of GST.
14. Taxes and duties will be deducted as per prescribed Government rules.
15. Successful bidder should clearly indicate the NTN and GST Numbers in the invoice.
16. Rates for special events/meetings will be decided on mutual negotiations as per market rates.
17. Food will be served in buffet environment (self-service) and Menu of lunch will be prepared on monthly basis by PTA cafeteria committee.
18. Breakfast/tea arrangements with snacks on cash payment basis as per daily requirement on quoted rates which may be provided in financial bid.
19. 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. Technically qualified bidder who has quoted the lowest financial bid shall be awarded the contract on recommendations of the PC-I of PTA.
21. Both parties (PTA or service provider) can terminate the contract with the notice of three months period without assigning any reason.
22. Bid security of un-successful bidder will be returned on issuing of contract to successful bidder.
23. Bid should be valid for 120 days from opening of technical proposal.
24. Successful bidder will sign a contract /agreement for the period of three years. A tentative draft agreement is also attached at Annex-F.
25. All pages of Bid Documents, Technical and Financial Proposal will be signed and stamped with by the bidder. All documents except financial bid must be attached with technical proposal, otherwise bid will be rejected at the time of evaluation.

26. **Penalty:** Penalty ranging from Rs.1000/- to Rs.100,000/- for each case can be imposed by Director (Admin) on the recommendations of cafeteria committee due to non-adherence of quality/quantity/hygiene issues and violation of any clause of bidding documents and agreement.
27. 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 individuals in cash. Rates will be charged as per company/market retail price.
28. Exclusive trained staff, snacks, tea/coffee and coffee dispensers (Both hot and cold) will be provided by the successful bidder for the official guests of PTA.
29. If any clause of bidding document/contract agreement /SoP has not been accepted by bidder, then his bid will be rejected without any reason at the time of evaluation of technical and financial proposal.
30. Joint Venture will also be allowed but such JV agreements will have dates prior to publication of this notice.
31. Contractors are not eligible to participate whose contract has been cancelled by any Government/Private Organization on unsatisfactory performance i.e. poor food quality or hygiene.
32. Pakistan Telecommunication Authority, Islamabad reserves the right to accept or reject any or all bides as per PPRA Rules. These bidding documents will be considered integral part of agreement for implementation purpose.

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	-	100
iv.			
	Total:	-	250 approximately
	(The persons may increase /decrease)		

Working Days.

Monthly working days (Normally 5 days a week, however, if any day declared as working day then contractor will provide the lunch facility).

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 Contract, repair of Furniture or any other items will be responsibility of Contractor)
- iii. Drinking water will be made available by PTA and mineral water (Good grade like Nestle/Aquafina) for cooking purpose shall be provided by the service provider.

Contractor Liabilities

- i. Kitchen Accessories
- ii. Crockery fine quality (stone ware) as approved by PTA Cafeteria Committee.
- iii. Cutlery /Water Set fine quality as approved by PTA Cafeteria Committee
- iv. Coffee maker (Both hot and cold)
- v. Hot Ban Marry
- vi. Cold Ban Marry
- vii. Plate Warmer
- viii. Refrigerator / Deep Freezer etc.
- ix. Oven/Microwave Oven
- x. Visi Cooler (Standing Refrigerators)
- xi. Gas for cooking during load management by SNGPL.
- xii. Mineral Water (Nestle/Aquafina only) for Cooking only.
- xiii. Manpower such as:
 - a. Cooks
 - b. Skilled labor
 - c. Waiters
 - d. Uniform/caps/gloves for waiters etc.
 - e. Medical facilities to his staff
 - f. Wages to its employees as per fair wages rule of GoP.

- g. 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.
- h. If at later stage, a need arises to establish another cafeteria facility in the radius of 500 meters of PTA HQs, the contractor will provide the same with similar standards as in PTA HQs.

Annex-A

Technical Proposal

Technical Proposal

A form for technical proposal must be filled by bidder.

Mandatory Requirements for Technical Proposal

The following mandatory requirement must be full filled by bidder. If any mandatory requirement is not full filled by bidder, the bid will be rejected.

- i. Principal Business i.e. well established Hotel, Restaurant/ Catering and Commercial Kitchen etc at Rawalpindi/Islamabad. Physical Inspection will be carried out by Technical Committee and issue a certificate that the said principal business is well established as well as hygiene and food quality otherwise bid will be rejected without any reason.
- ii. Minimum experience of two (02) years of provision of such services (officer's cafeteria/staff cafeterias) to government/autonomous/private departments (canteens of school/college/university/institute/hostel/hospital or public canteens are not considered).
- iii. ISO Certification cases will be preferred.
- iv. Valid License from concerned Government Departments.
- v. Financial Soundness Certificate from concerned bank for credit transactions of the bidder are not less than Rs. 10 million in last three years.
- vi. Active Tax Payer from FBR. GST & NTN registration date must be before of tendering date.
- vii. Bid Security/equal to 2% of total bid price of lunch of first year (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 Bid security is attached with financial proposal must be provided with technical proposal. **Technical Proposal without certificate of Bid security will be rejected forthwith.**
- viii. The contractor would submit an undertaking on Judicial (Original) Stamp paper bearing the company/firm is not blacklisted by any government department and his contract was never cancelled due to unsatisfactory performance.

- Note:**
- a. Proof (documents) must be attached otherwise bid will be rejected.
 - b. Bid Documents along with draft agreement, SoP must be signed, stamped and attached with Technical Proposal.
 - c. **Bidders meeting the above requirements shall be qualified for financial evaluation. If any mandatory requirement is not met, the bid will be rejected.**

Date _____

Signature & Stamp _____

Name _____

Technical Proposal Form

S.No.	Description	Yes/No.
1.	Principal Business i.e. well established Hotel, Restaurant, Catering, and Commercial Kitchen etc.	
2.	Minimum experience of two (02) years of provision of such services (officer's cafeteria/ staff cafeterias) to government/ autonomous/ private departments (canteens of school/ college/university/institute/hostel or public canteens are not considered).	
3.	ISO Certification (Additional marks).	
4.	Valid License from concerned Government Department.	
5.	Financial Soundness Certificate from concerned bank for credit transaction of the bidder is not less than Rs. 10 million in last three years.	
6.	Active Tax Payer from FBR. GST & NTN registration date must be before of advertisement of tender notice.	
7.	Certificate for Bid security is attached with financial proposal must be provided with technical proposal.	
8.	The contractor would submit an undertaking on Judicial (Original) Stamp paper bearing 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 tender date.	

Bid Form**Financial Bid Officers' Cafeteria**

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)	150						
Total							

Financial Bid for Staff Cafeteria

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)	100						
Total							

Note:

- Rate must be quoted excluding GST.
- All applicable taxes will be deducted at source as per laws of Government of Pakistan.

Bid Security/

Description	2% of Bid Security(Rs.)
2% of total bid price of Lunch of Officers & Staff of first year.	

Bid Security/equal to 2% of total bid price of lunch of first year (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 Bid security is attached with financial proposal must be provided with technical proposal. **Technical Proposal without certificate of Bid security will be rejected forthwith.**

Signature _____
With Seal

General menu items for PTA Cafeteria (Daily menu will be selected out of same)

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	
Egg Fried Rice	
Chicken Pulao	
Chicken Biryani	
Chinese Rice	
Zeera Fried Rice	
Vegetable Rice	
Masala Rice	
Beef Pulao	
Chicken Pulao	
Mutton Pulao	

Keema Biryani	
Afghani Pulao	
Thai Rice	
Bar B.Q and Kababs	
Chicken Steam Roast 1/4 Piece	
Drum Stick	
Chicken Malai Boti	
Chicken Seikh Kabab	
Fried Fish/ Finger Fish	
Sheesh Tok	
Beef/ Mutton Tikka	
Chappal Kabab	
Soup (any type)	
Curry	
Chicken Boneless 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 + Samosa Chat	

Snacks for Tea

2 types of snacks per head per day (8-10 guests only) with tea/coffee

Mini samosa (Veg + Chicken)	
Single Bite Pastry	
Single Bite Chicken/Veg Patties	
Single Bite Sandwich	
Cookies Tehzeeb	
Shami / seekh Kabab	
Drum Sticks	
Mini Pizza	
Chana/Fruit Chat/ Dahi Bhalla etc	

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

Daily

- a. Rice
- b. Salad & Raita
- c. Fresh Roti/Nan
- d. 1 x Curry
- e. Daal/Vegetable
- f. Sweet /Fruit
- g. Soup (October to March)

Weekly

- a. B.B.Q (April to October)
- b. Fish (November to March)

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

Daily

- a. Rice
- b. Salad & Raita
- c. Fresh Roti/nan
- e. Curry (Dall/Vegetable/Chicken/Beef/Mutton etc)
- f. Sweet /Fruit

Weekly

- a. B.B.Q (April to October)
- b. Fish (November to March)

General Instructions

Diet Food i.e one plate of fresh Salad with seasonal fruits etc or as recommended by Medical Officer for 25-30 Persons (These persons will not consume normal food)

- a. Any other requirement
- b. Below menu items are just a guide line. Any other item can be included in the menu with consultation by cafeteria management committee.

Sample Menu Attached

For Officers Cafeteria

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Clear Vegetable Soup Fried Rice (Egg) Chicken Steaks (Brown Mushroom Sauce) Spring Rolls Macaroni Salad BBQ Dip French Brownies Roti/Nan	Chicken Corn Soup Channa Pulao Chicken Achari Dall Masr (Orange) Corn & Olives Salad Zeera Raita Ghulab Jaman Roti/Nan	Clear Thai Soup Vegetable Rice Lahori Fried Fish Karri Pakora Pakistani Salad Spicy Chutni (Thick) Seasonal Fruit (Orange) Roti / Nan	Lentil Soup Samosa Chaat Crispy Wings Chicken Sandwiches Kashmiri Chai Assorted Naan	Chicken Yakhni Onion Tarka Rice Qeema Aalu (Mutton) Steamed Vegetables Mint Sauce Kachumar Salad Dal Ka Halwa Roti/Nan
Hot N Sour Butter Rice Chicken Jalfrezi Dall Labia (Red) Kachumar Salad Mint Sauce Fruit Chaat (with Orange Juice)	Clear Vegetable Soup Pea Pulao Chicken Kofta Curry Aalu Anda Bharta Pakistan Salad Zeera Raita Jalebi Khas Rot/Nan	Cream of Mushroom Bombay Biryani Lahori fried Fish Mixed Vegetables Apple Cabbage Mint Chutni (Thick) Gajar Ka Halwa Roti/Nan	Chicken Corn Soup Zeera Rice Chappal Kabab Dall Channa Plain Raita Kachumar Salad Cake & Ccktail Trifle (With cream and nuts) Roti/Nan	Clear Thai Soup Sindhi Biryani Mutton Kumma Channa Curry Ice Berg & Cucumber Salad Mint Raita Kheer Badami Roti/Nan

For Staff Cafeteria

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Fried Rice (Egg) Chicken Jalfrezi Macroni Salad BBQ Dip French Brownies Roti/Nan	Channa Pulao Dall Masr (Orange) Corn & Olives Salad Zeera Raita Ghulab Jaman Roti/Nan	Lahori Fried Fish Karri Pakora Pakistani Salad Spicy Chutni (Thick) Seasonal Fruit (Orange) Roti / Nan	Chappal Kabab Dall Channa Plain Raita Kachumar Salad Cake & Ccktail Trifle (With cream and nuts) Roti/Nan	Onion Tarka Rice Qeema Aalu (Mutton) Mint Sauce Kachumar Salad Dal Ka Halwa Roti/Nan
Butter Rice Dall Labia (Red) Kachumar Salad Mint Sauce Fruit Chaat (with Orange Juice)	Pea Pulao Chicken Kofta Curry Pakistan Salad Zeera Raita Jalebi Khas Rot/Nan	Lahori fried Fish Mixed Vegetables Apple Cabbage Mint Chutni (Thick) Gajar Ka Halwa Roti/Nan	Chappal Kabab Dall Channa Plain Raita Kachumar Salad Cake & Ccktail Trifle (With cream and nuts) Roti/Nan	Sindhi Biryani Mutton Kumma Channa Curry Ice Berg & Cucumber Salad Mint Raita Kheer Badami Roti/Nan

**Rates for Items for Staff Non- Members/Guests
for Staff Cafeteria**

S.No.	Item	Weight/ Quantity	Rate (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 breast½			
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 ½			
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			

Note:

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

Menu for 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 (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/Veg 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 exclusive GST		
			1 st Year	2 nd Year	3 rd Year
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 (Omelets/ fry)	One Egg			
8.	Channa	Plate			
9.	Pratha	200 gm			
10.	Roti/ Nan	100 gm			

Snacks for Tea	Rates exclusive GST		
	1 st Year	2nd Year	3rd Year
Mini samosa (Veg + Chicken)			
Single Bite Pastry			
Single Bite Chicken/Veg Patties			
Single Bite Sandwich			
Cookies Tehzeeb			
Shami Kabab			
Drum Sticks			
Pizza			
Chana Chat/ Dahi Bhalla			

NOTE: 2 types of snacks per head per day (15-18 guests only) with tea/coffee

CONTRACT FOR PTA CAFETERIA

This Agreement for Provision and Supply of Food Services (the "Services") is made out as of _____, 2020 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 and ancillary cafeteria Services for its employees (Regular, Contractual, Management Trainees, Internees and Daily Wagers) at PTA HQs.
2. The Contractor is a _____ being 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 which is prescribed in and attached as Bidding Documents of this Agreement.

2. TERM

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

3. **TERMINATION**

3.1 The Contract can be terminated after giving three (03) months prior notice in writing by either Party without giving any reason.

3.2 If the quality of food and the Desired Services deteriorates then 2nd Party reserves the right to "Terminate" the contract at any time after serving one month notice without any obligation on its part. The decision of second party cannot be challenged by first party in any court of law.

3.3 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 bid security as penalty.

3.4 Notwithstanding anything herein contained the 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;
- ii. If the Services do not meet the specifications, terms & conditions mentioned as per Agreement.
- iii. If the Contractor, at any time, makes defaults in proceeding with the Services with 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.

3.5 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.

3.6 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 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.

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 and GoP. 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 maintain food, drinks and items related thereto in consideration of payment agreed terms.
- iii. The Contractor will maintain a tuck shop at PTA 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.
- iv. The contractor shall maintain a facility to entertain PTA official guests with arrangements of snacks as specified and coffee dispensing machine with hot and cold coffee arrangements. A dedicated waiter will detailed for said purpose in the kitchen of fifth floor.
- v. The Contractor shall not compromise on cleanliness and hygiene of cafeteria and ensure washing & /changing of white Napkins on daily basis at Officer's cafeteria and all other ancillary acts in this regard.
- vi. The working hours of the cafeteria shall be 0830 hours to 1800 hours (hrs) on all working days however changes in scheduled working hours may be expected in exceptional circumstances as per requirement by Cafeteria Committee of the Client.
- vii. 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.
- viii. 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 500 meters of PTA HQs.

❖	Cook	3
❖	Waiters	8
❖	Tandorichi	3
❖	Dish Washer	3
❖	Helper	2
❖	Supervisor	2
❖	Manager	1

❖ Janitorial Staff 2

❖ Any other on demand basis

- ix. 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.
- x. 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.
- xi. Cleaning of the Cafeterias twice daily and Fumigation of kitchens and Halls to be done by the Contractor on weekly basis to ensure proper hygiene.
- xii. Cleaning of crockery, utensils, chairs & tables etc. in the Kitchen & Dining Halls are to be done by the Contractor properly.
- xiii. Damaged glass, crockery, or cutlery may not be used in the cafeteria.
- xiv. 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.
- xv. The Contractor shall ensure that all raw material/ingredients (canola/sunflower cooking oil, spices, pastes sauces etc.) to be used for cooking should be well known brand or from a brand duly approved by the Cafeteria Committee of the Client.
- xvi. 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.
- xvii. 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.
- xviii. The Contractor should properly display daily menu on price board. Buffet lunch will be served in the Cafeteria as per agreed rates and duly approved menu by the Client Cafeteria Committee.
- xix. Retention Money is limited to 6% of cost of one year. 2% Bid security 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 or termination of Contract.
- xx. 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.
- xxi. The Contractor shall work under overall direction/supervision of the Admin Directorate of Client Office and the cafeteria committee of the Client.
- xxii. The Contractor is not allowed to sublet this Contract to any third/other party. In case of violation, of any, of the term of the Agreement or this clause of the Agreement, the Client shall be entitled to terminate this Agreement upon notice to the Contractor as specified herein above.
- xxiii. The items used for cooking will be daily checked and approved by the Cafeteria Committee of the Client.
- xxiv. 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 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.

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 binding on both parties.

8. GENERAL PROVISIONS

8.1 Contractor may receive time to time warnings from Client in case quality of services found unsatisfactory by Cafeteria Committee of Client.

8.2 **Penalty** 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/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.

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

10.1 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

G), 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
Contractor

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

Witnesses:

1. _____

2. _____

SOP for PTA Cafeteria

In order to facilitate its employees, PTA has taken a welfare step and following procedure shall be adopted for use of cafeteria and payment to cafeteria contractor by PTA and employees.

Membership (Officers)

All officers of pay scale EG-I & above including Consultants, Management Trainees and Internees posted at PTA H/Q will automatically become members. Membership will be withdrawn when an officer is posted out or leaves the Organization. Similarly, new membership will be granted when an employee is transferred in or joins PTA H/Q.

Membership (Staff)

All officials up to SG-V including daily wagers posted at PTA H/Q will be eligible for membership of PTA Staff Cafeteria. Membership will be Optional for officials. Official who opt to avail cafeteria membership will give written consent to Director (Admin) and it will be valid minimum for one year, only based on recommendation of PTA Doctor, membership may be cancelled at any time. All other officials who opt not to become cafeteria members will also be allowed to dine in cafeteria at unsubsidized rates.

Subsidy

Subsidy is applicable only for lunch and on no other item. The menu for lunch will be periodically changed by the Cafeteria Committee as per feedback/suggestions of dining members.

Role of Cafeteria Committee

The Cafeteria Committee will hold regular meetings to sort out the related issues in consultation with Director (Administration), who may seek guidance of the Chairman, whenever, needed. The committee would ensure hygiene, quality & quantity of food and would be empowered to recommend penalty. Based on recommendations of the Committee and vetting by audit division, Director (Admin) would impose the relevant penalty.

Penalty

Penalty 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.

Mode of Payment (Officers)

Total payment (contribution and Subsidy) to cafeteria contractor will be made by Finance Division of PTA in accordance with the quoted rates, after deducting Rs.2,500/- from EG-I and above including Consultants and Rs.1,500/- from Management Trainees & Internees from the salary/stipend of every member per month, which can be reviewed and increased based on inflation or enhanced menu.

Payment of unsubsidized food will be made directly to the cafeteria contractor by the officer.

Mode of Payment (Staff)

Total payment (contribution and Subsidy) to cafeteria contractor will be made by Finance Division of PTA in accordance with the quoted rates, after deducting Rs.1000 from SG-I to SG-III and Rs.1500/- from SG-IV and above from the salary of every member per month, which can be reviewed and increased based on inflation or enhanced menu.

Payment of unsubsidized food will be made directly to the cafeteria contractor by the official (nonmembers).

Leave/Training/Official Tours

Members going on leave/visits/trainings for less than 15 days will be charged at full monthly rate and subsidy will also be paid accordingly. If members proceeding on official visits/leave/trainings for 15 days or more, the subsidy & contribution will not be paid to contractor. The actual lunch consumption days of the month amount will be paid by member to contractor.

Policy for Guests

Guests accompanying officers/members of cafeteria will be granted no subsidy and the host will be charged for the same at full rates by cafeteria contractor.

Suggestions & Complaints

All members may send their menu recommendations / suggestions /comments/ feedback /complaints directly to the cafeteria committee at the following email address and same will be processed for further action. cafeteria@pta.gov.pk