

AGREEMENT FOR CAFETERIA SERVICES (SECP)

This agreement for provision and supply of food services ("Agreement") is made at on this _____ day of _____ 2018.

BY AND BETWEEN

M/s----- through its Owner Name, Proprietor/Partnership (hereinafter referred to as the "Contractor") of the ONE PART..

AND

The Securities and Exchange Commission of Pakistan having its head office at NIC Building, 63- Jinnah avenue, Islamabad, through its HOD/Director of Administration (hereinafter referred to as the "Client" which expression shall, where the context so permits, include its successor in interest and assigns) of the OTHER PART.

The Contractor and Client shall, hereinafter individually be referred to as "Party" and collectively as "Parties".

WHEREAS;

- A. The Client requires cafeteria and allied services ("Services") for the facilitation of its employees.
- B. The Contractor is engaged in providing food and cafeteria services, and represents and warrants that it has the requisite expertise and adequate skills to provide the Services as required by the Commission.
- C. The Client is desirous of acquiring from the Contractor, and the Contractor is desirous of providing to the Client, the Services upon the terms and subject to the conditions laid out in this Agreement.

NOW, THEREFORE, in consideration of the mutual representations and covenants hereinafter set forth and for other good and valuable consideration the adequacy of which is hereby acknowledged by the Parties and the mutual benefits to be derived therefrom, the

representations and warranties, conditions and promises contained herein below and intending to be legally bound, the Parties agree as follows:

i) **SERVICES/TERM:**

Subject to terms and conditions of this agreement, the Contractor agrees to provide the desired cafeteria and allied services to the Client for a period of TWO (02) year (the “term”) which starts from January 01, 2018.

Prior to the expiration of the Term, this Agreement may be extended for such further period of time as mutually agreed in writing by the Parties. When used in this Agreement, the phrase “the Term” shall refer to the entire duration of the Agreement.

ii) **Confirmed Quantity:**

The Contractor shall be required to prepare meal as under:

Single Dish:

Single dish shall be served as per the decided menu @ Rs.---- and the minimum confirmed number would be **55**. The Contractor shall ensure sufficient food items for the same.

Double Dish:

Buffet/Double dish shall be served as per the decided menu @ Rs.---- with **25** minimum confirmed number. The Contractor should try to keep sufficient food as per the requirement and increase in the number.

Low Fat Meal

Low fat meal shall be served as per the decided menu @ Rs.----- and the minimum confirmed number would be 35. The Contractor shall ensure sufficient food items for the same.

iii) **POSITION:**

The Contractor is appointed as Supplier of food for Client’s cafeteria and will commence its services w.e.f January 01, 2018

iv) **INVESTMENT:**

All the investment is to be done by the the Contractor with respect to:

- a) Crockery & cutlery to be used in the cafeteria

- b) Furniture including chairs and tables for the staff.
- c) Refrigerators and cooking utensils.
- d) Bain-Marie to be used for serving meals
- e) Any other item required or is essential for the fulfillment of Services by the Contractor under this Agreement.

v) **DUTIES & RESPONSIBILITIES :**

- a) The Contractor is liable to comply with all the legal requirements for obtaining requisite license/s issued by the concerned government organization(s) / authority(s) / institution(s), etc.
- b) The Contractor shall supply and maintain both the quantity as well as the quality of foods, drinks and items related thereto in consideration of agreed payment terms.
- c) The Contractor shall not compromise on cleanliness of cafeteria and ensure washing & changing of napkins and linen on daily basis at officers' cafeteria and all other ancillary acts in this regards.
- d) The working hours of the cafeteria shall be 0830 hours to 1800 hours on all working days. However the timings may be revised on mutual consent.
- e) The Contractor shall ensure provision and supply of crockery & cutlery etc. of acceptable quality and maintain all the crockery, kitchen utensils, deep freezers, refrigerators, furniture etc. and the like items/tools, which are necessary for carrying out the cafeteria services under this Agreement. All such items/tools shall be at the cost and responsibility of the Contractor. The Contractor also ensure that multiple designs of crockery, cutlery and furniture may not be used in Cafeteria.
- f) The Contractor ensures hiring, at its own cost, adequate staff to provide efficient and timely service to the Client's officers & staff at the cafeteria.
- g) Further to above it is the responsibility of the Contractor that the hired staff is properly dressed in uniform and all their health issues are properly addressed.
- h) The Contractor shall be responsible for payment of salaries, charges, dues etc. to its hired staff as per prevailing laws and rules and the Client will not have any liability towards them in any manner whatsoever. The Contractor will not engage in any child labor.

- i) Cleaning of the cafeteria and fumigation of kitchen and halls to be done by the Contractor to ensure proper hygiene.
- j) Cleaning of crockery, utensils, chairs & tables etc. in the kitchen and dinning hall are to be done properly by the Contractor .
- k) Damaged glass, crockery or cutlery shall not be used in the cafeteria.
- l) The Contractor shall ensure that all the raw material/ingredients/spices etc. to be used for cooking should be of well-known brand.
- m) The Contractor should properly display daily menu on board or can circulate through the Client after getting due approval.
- n) The Client may pay random visits to Contractor's kitchen as and when required. The Client has the right to inspect and check the products used and food items provided and supplied by the Contractor at any time.
- o) The Contractor is absolutely responsible for any injury caused to their staff and workers deputed at Client's premises caused by accidents, acts of nature and dispute among staff and workers of the Contractor.
- p) The Contractor is absolutely responsible for any misconduct and misbehavior of their own staff and workers either with their fellow staff and workers or with the Client's employees or Client's cafeteria users.
- q) The Contractor is responsible for delivery of high quality food with high standard of hygiene and wholesomeness ensuring health safety of the employees of the Client. The Contractor agrees to take full responsibility and indemnifies the Client against any health hazard caused by substandard quality, infected or un-hygienic food supplied by them to Client's cafeteria that may cause illness or death of Client's employees or Client's cafeteria users.

vi) **TERMINATION:**

- a) The Client shall be at liberty to randomly inspect the quality of food and services rendered in the cafeteria by the Contractor. On inspection thereof, if the quality of food and services are found to be sub-standard, un-hygienic, or of nature not acceptable, the Client may, issue a formal warning to the Contractor. Where the aforementioned default continues, despite issuance of a formal

warning, the Client may TERMINATE the agreement after giving One (01) month prior written notice to the Contractor.

b) Notwithstanding anything contained in this Agreement regarding the termination of this Agreement, either party can terminate the Agreement before the expiry of stipulated period of TWO (02) year, the said party shall cause to issue one (01) month prior written notice to the other party expressing his clear intention to terminate the Agreement. Provided the termination of this Agreement will not;

(a) relieve either Party from any expense, liability or obligation or any remedy therefore which has accrued or attached prior to the date of such termination, nor

(b) cause either Party to lose, surrender or forfeit any rights or benefits which have accrued at the time of termination.

c)

vii) **Penalties:**

In case of shortage of any meal or change of menu for any day without intimation to the Client, no payment shall be made to the Contractor for that day.

All or any fault in the services rendered under this Agreement or any delay in the services to be performed by the Contractor, if not rectified after issuance of three warnings from the Admin Department of the Contractor, one (01) day payment will be deducted from the amount due to the Contractor.

viii) **Facilities and Utilities:**

a. The Contractor will be eligible for the facilities and utilities as under:

- i. Hall for serving lunch
- ii. Electricity
- iii. Tap Water for dish washing etc.
- iv. Supply of drinking water.
- v. Any other item/service (to be mutually agreed).

- b. Payment shall be paid to the Contractor on presenting the invoice and the payment shall be done on or before 10th of every month. Any change in this regard will be applicable to the whole agreement.
- c. The Contractor shall be liable and responsible for the following:
 - i. Kitchen Accessories
 - ii. Crockery / Cutlery
 - iii. Fridge / Deep freezer / Microwave Oven
 - iv. Furniture and fixture required for serving area and contractor staff.
 - v. Maintenance of overall cleanliness and hygiene of the Cafeteria.
 - vi. Dish washing & cleanliness of the kitchen shall rest with the contractor.
 - vii. Managing daily verifiable record of Officers/Staff members availing lunch facility at cafeteria.
 - viii. Professional Cafeteria Staff in uniforms
 - ix. Keeping cafeteria hall and fixtures therein in good condition and carry out repair and maintenance (if required).
 - x. Any other item/service essential for running cafeteria service with approval of the Client.
- d. The Client will not be responsible to provide accommodation to any person/worker/staff of the Contractor.
- e. No subsidy will be paid to the Contractor during the holy month of Ramzan-ul-Mubarik, as well as when the provision / supply of foods/services are stopped due to any reason whatsoever.
- f. Rates for special events/meetings shall be decided separately after mutual discussion and negotiations between both the parties and as agreed thereto, accordingly.

ix) Force Majeure:

- a) Any failure or omission by any Party to perform any obligation under this Agreement shall not be considered or treated as a default or breach by such Party and claim against other party if to the extent and for as long as such failure or omission is caused by any supervening event (hereinafter referred to as "Force Majeure") beyond the reasonable control of the Party so affected. Force Majeure shall include, but not limited to, acts-of-God, acts-of-state, war, riot, military action explosions, terrorism, sabotage, natural disaster, civil commotion, and which by the exercise of reasonable diligence could not be prevented or provided against and the effects of which cannot be overcome by reasonable expenditure.

b) The Party so affected shall as soon as it becomes aware of the occurrence of Force Majeure immediately notify the other Party, and the protection of this Clause shall become operative only from the time when such notice is given. Thereafter the Party so effected shall do all that is reasonably possible at its expense to remove or ameliorate the effect of such occurrence of Force Majeure.

c) If all reasonable efforts should fail, or if Force Majeure situation persists beyond the period of sixty (60) days, the Parties shall in good faith consult with each other and terminate this Agreement.

x) **DISPUTE RESOLUTION:**

- a. In case of any dispute or differences, the case will be referred to the Cafeteria Committee formed by the Client for amicable settlement / resolution of the dispute at first stage.
- b. At the 2nd stage the case will be referred to Commissioner (SSD) of the Client.
- c. In the event of failure of amicable settlement of dispute as above, the Parties agree that the dispute(s) shall be settled by arbitration in accordance with the Arbitration Act, 1940 or any amendments made thereto. The Parties shall, with mutual consent, appoint a single arbitrator to carry out the arbitral proceedings. The place of arbitration shall be Islamabad, Pakistan. The language to be used in the arbitral proceedings shall be English, unless otherwise agreed by the Parties. The arbitral award shall be final and binding upon both Parties. The costs and expenses incurred and incidental thereto shall be borne by the Parties in respective proportions.

xi) **GENERAL PROVISIONS:**

- a. The performance of the Contractor as per terms and conditions given in this Agreement and bidding documents (as an integral part of the contract) will be ascertained by Client.
- b. The Contractor may receive from time to time warnings from Client incase quality of desired services is found to be unsatisfactory..

In case of an instance where the Client is not willing to consume food for a specific day, one (01) day prior written intimation shall be given to the Contractor by email during business hours. In case of no information, minimum number shall be charged to the Client, In case the following day is a working day, upon the request of the Client the Contractor shall serve the food the next working day. In case the following day is not a working

day, the food for the minimum guaranteed quantity shall be delivered to the Client for disposal at their discretion.

- c. No variation in or modification to the terms of this Agreement shall be made, except by a written amendment/modification duly agreed and signed by both the parties hereto.
- d. The provisions of this Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan.
- e. This Agreement is intended by the Parties as the final expression of their Agreement and is intended also as a complete and exclusive statement of the terms of their Agreement with respect to their relationship and all related matters. All other written or oral understandings, offers, agreements, terms and conditions or other communications of every kind pertaining to the scope of this Agreement described herein are hereby abrogated and withdrawn.
- f. The Contractor shall not assign and/or sub-contract any of the Services and/or its other rights and obligations under this Agreement, in whole or in part, to any subcontractor unless the prior written consent of Client is obtained. In the event of any permitted assignment, Contractor shall, nonetheless, continue to remain fully liable to the Client for overall satisfactory performance of this Agreement.
- g. The Contractor and Client shall be deemed to have the status of independent entities and nothing in this Agreement shall be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners or joint ventures.
- h. In the event that any provision of this Agreement is illegal, contrary to public policy, or otherwise unenforceable, then such provision shall be deleted from this Agreement, leaving the remainder of this Agreement legal, valid and enforceable. The deleted provision shall be replaced by a valid new provision negotiated by the Parties, having as nearly as is legally possible the same economic and business effect which the illegal or unenforceable provision was intended to have.
- i. This Agreement shall be stamped in accordance with the Stamp Act, 1899 by the Contractor.

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

IN WITNESS WHEREOF the Parties hereto have set their hands on this January 01, day of 2018.

(M/s-----)
(Contractor/1st part)

**Securities and Exchange Commission of
Pakistan
(2nd part)**

**Name
Chief Executive / Owner**

HOD/Director

Witness

1. _____

1. _____

2. _____

2. _____