

SAMPLE AGREEMENT FOR CAFETERIA SERVICES (SECP)

This agreement for provision and supply of food services is made out as of January 01, 2017 by and between

1. (Successful Service Provider), address of Successful Service Provider, Supply of food through Owner Name, Proprietor/Partnership (hereinafter referred to as the “1st Party/Contractor”) Islamabad.

AND

2. Second party Securities and Exchange Commission of Pakistan (SECP), Jinnah Avenue, Blue Area, Islamabad through -----(hereinafter referred to as the “2nd Party/Client”)

The supply of food agreement i.e. cafeteria services, between Contractor and the Client comprised on following underneath terms & conditions:

i) **SERVICES:**

Subject to terms and conditions of this agreement, the 1st party agrees to provide the desired cafeteria and allied services for a period of (1) year extendable with mutual consent.

ii) **Confirmed Quantity:**

1st party shall 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. 1st party shall ensure sufficient food items for the same.

Double Dish:

Double dish shall be served as per the decided menu @ Rs. ____ with 25 minimum confirmed number. 1st party 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. 1st party shall ensure sufficient food items for the same.

iii) **POSITION:**

1st party is appointed as Supplier of food for SECP cafeteria and will commence its services w.e.f January 01, 2017

iv) **INVESTMENT:**

All the investment is to be done by the 1st party with respect to:

- a) Crockery & cutlery to be used with 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 and essential for cafeteria.

v) **DUTIES & RESPONSIBILITIES :**

- a) The 1st party is liable to comply with the legal requirements for obtaining requisite license/s issued by the concerned government organization(s) / authority(s) / institution(s), etc.
- b) The 1st party shall supply and maintain the quantity of foods, drinks and items related thereto in consideration of agreed payment terms.
- c) The 1st party 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 1st party 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,

which are necessary for carrying out this cafeteria service at his own cost.

- f) The 1st party ensures hiring at its own cost adequate staff to provide efficient and timely service to the officers & staff at the cafeteria.
- g) Further to above it is the responsibility of the 1st party that hired staff is properly dressed in uniform and all their health issues are properly addressed.
- h) The 1st party shall be responsible for payment of salaries, charges, dues etc. to its hired staff as per prevailing laws and rules and 2nd party will not have any liability towards them in any manner. The 1st party will not engage in any child labor.
- i) Cleaning of the cafeteria and fumigation of kitchen and halls to be done by the 1st party to ensure proper hygiene.
- j) Cleaning of crockery, utensils, chairs & tables etc. in the kitchen and dinning hall are to be done by the 1st party properly
- k) Damaged glass, crockery or cutlery shall not be used in the cafeteria.
- l) The 1st party shall ensure that all the raw material/ingredients/ spices etc. to be used for cooking should be of well-known brand.
- m) The 1st party should properly display daily menu on board or can circulate through the 2nd party after getting due approval.
- n) The 2nd party may pay random visits to 1st party's kitchen as and when required. The 2nd party has the right to inspect and check the products used and food items provided and supplied by the 1st party at any time.
- o) The 1st party is absolute responsible for any injury caused to their staff and workers deputed to SECP premises caused by accidents, acts of nature and dispute among staff and workers.
- p) The 1st party is absolute responsible for any misconduct and misbehavior of their own staff and workers either with their fellow staff and workers or SECP employees and SECP cafeteria users.
- q) The 1st party is responsible for delivery of high quality food with high standard of hygiene and wholesomeness ensuring health safety of the employees of SECP. The 1st party agrees to take full responsibility and indemnifies the 2nd party against any health

hazard caused by substandard quality, infected or un-hygienic food supplied by them to SECP cafeteria that may cause illness or death of SECP employees or SECP cafeteria users.

vi) **TERMINATION:**

- a) The 2nd party shall be at liberty to randomly inspect the quality of food and services rendered in the cafeteria by the 1st party. On inspection thereof, if the quality of food and services are found to be sub-standard, un-hygienic, or of nature not acceptable, the 2nd party may, issue a formal warning to the 1st party. Where the aforementioned default continues, despite issuance of a formal warning, the 2nd party may TERMINATE the agreement after giving (1) month prior notice to the 1st party.
- b) Notwithstanding anything contained in this agreement regarding termination of this agreement either party can terminate the contract before the expiry of stipulated period of 1 year, the said party shall cause to issue one month notice to the other party expressing his clear intention to terminate the contract.
- c) Instant agreement will stand expired after completion of one year from the date of its commencement; however, it may be extended with mutual consent of both the parties.

vii) **Facilities and Utilities:**

- a. 1ST Party 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 1st party 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. 1st party shall be liable and responsible for 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 2nd party.
- d. The 2nd party will not be responsible to provide accommodation to any persons/workers/staff of the 1st party.
- e. No subsidy will be paid to the 1st party 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.

viii) 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.

ix) **DISPUTE RESOLUTION:**

- a. In case of any dispute or differences, the case will be referred to the Cafeteria Committee formed by the 2nd party 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 2nd party.
- c. In the event of failure of amicable settlement of dispute as above, either party of this contract may refer the matter of dispute to arbitration under the provision of Arbitration Act, 1940 and the rules issued thereunder, at Islamabad, Pakistan,

x) **GENERAL PROVISIONS:**

- a. The performance of 1st party as per terms and conditions given in this agreement and bidding documents (as an integral part of the contract) will be ascertained by 2nd party.
- b. 1st party may receive from time to time warnings from 2nd party incase quality of desired services is found to be unsatisfactory by 2nd party.

In case of an instance where 2nd party is not willing to consume food for a specific day, written intimation shall be given to the first party a day prior by email during business hours. In case of no information, minimum number shall be charged to the 2nd party, In case the following day is a working day, upon the request of the 2nd party the 1st party 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 2nd party for disposal at their discretion.

- c. 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.

d. FORCE MAJEURE CLAUSE WILL BE INSERTED HERE

This Agreement shall be governed by the Laws of the Islamic Republic of Pakistan.

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

(Successful Bidder Name)
(Contractor/1st part)

Securities and Exchange Commission of
Pakistan
(2nd part)

Name
Chief Executive / Owner

HOD/Director

Witness

1._____

1._____

2._____

2._____