

## **Contract for Acquiring Catering Services for PIPS**

This contract is entered into and executed at Islamabad on this \_\_\_\_ Day of \_\_\_\_\_, 2022 by & between the Pakistan Institute for Parliamentary Services (PIPS), Government of Pakistan, Ataturk Avenue, Sector F-5/2, Islamabad, (hereinafter referred to as the “PIPS”, which expression shall, where the context so permits, include its successors, legal, representatives and permitted assignees of the one part);

and M/s \_\_\_\_\_, a registered “Caterer”, having its permanent Setup at \_\_\_\_\_ (hereinafter referred to as “Caterer”, which expression shall, where the context so permits, include its successors, legal, representatives and permitted assignees of the other part);

WHEREAS the Bidder is engaged into the business of providing “Catering Services”, who has been qualified and has stood successful in bidding process executed by PIPS, for “Catering Services”, through “Invitation for Bids”, hence PIPS is willing to award “Services” through this agreement; and the Caterer is willing to provide “Services” according to the “Rates” appended with this agreement at “Schedule-I” as integral part of this agreement.

NOW, THEREFORE, in considerations of the mutual representations and covenants hereinafter set forth and for other services consideration the adequacy of which is hereby acknowledged by the parties and the mutual benefits to be derived there from, the representations, covenants, conditions and promises contained herein below and intending to be legally bound the parties agree as follows:

### **CONDITIONS OF CONTRACT**

#### **1. Contract Effectiveness:**

1.1. This agreement shall come into effect w.e.f. \_\_\_\_\_ to \_\_\_\_\_. Initially the contract agreement shall be signed for **02 years**, which can be extended on satisfactory performance of the Caterer with mutual consent of both parties.

1.2. The Caterer shall, prior to the commencement of the operation of contract, make available to PIPS, the particulars of all the employees who shall be deployed in its premises by the Caterer. Such particulars, inter alia, should include age/date of birth, permanent address and CNIC of the employees. In case of replacement of any employee, the Caterer shall inform PIPS Administration and shall provide the aforementioned particulars immediate to the replacement.

## **2. Expiry of Contract:**

Unless terminated earlier pursuant to Clause 4 hereof, this Contract shall expire after 02 years of the signing of this contract.

## **3. Extension Upon expiry with Revised Rates:**

PIPS reserves the right to extend the contract further with mutual consent. However, the rates may be revised with mutual consent based upon Consumer Price Index (CPI) issued by State Bank of Pakistan/Pakistan Bureau of Statistics.

## **4. Termination:**

**4.1** PIPS may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate this contract provided that:-

- a) The contractor fails to perform any obligation under the contract provided that the contractor does not remedy his failure within the time stipulated in default notice.
- b) If PIPS terminate the contract it may procure the services upon such terms and conditions as it may deem appropriate and the contractor will be liable to pay the excess cost of the services so procured.
- c) If the caterer wants to cancel/terminate the contract before its expiry, a prior notice of one month should be served to PIPS with proper justifications. However, PIPS reserves the right to accept or reject the request in the best interest of the Institute.

## **5. Assignment:**

The Caterer shall not appoint any Sub-caterer or sublet the contract to carry out his obligations under this contract.

## **6. Services:**

6.1 The Caterer shall be responsible for engaging adequate number of manpower for providing quality services in PIPS including their hygienic conditions/manners.

6.2. The prices/rates decided and agreed between the parties for various items as appended in Schedule-I shall not be subject to any variation during currency of the contract until and unless anything approved by PIPS Management in writing.

6.3 The Caterer shall maintain the hygienic environment for preparation of food and shall use products of renowned brands.

6.4 The Caterer shall not undertake any kind of construction including alteration or modification in the premises, including electrical appliances, sanitary fittings and other fitting/equipment, without the permission of PIPS in writing and further he shall have no right to use PIPS's property for his employee's personal purposes.

**7. Prohibition:**

Storing & supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in PIPS premises. Any breach of such restrictions by the Caterer shall attract deterrent action against the Caterer as per statutory norms.

**8. Indemnification:**

The Caterer shall indemnify PIPS and hold it harmless/ not responsible in respect of all & any expenses arising from any injury or damage to persons or property and also in respect of any claim made in respect of injury or damage under any Acts of Government.

**9. Resolution of Disputes:**

An administrative committee of PIPS will oversee the affairs of the cafeteria including quality and implementation of terms of reference. Any dispute will be referred to the Director General (Admn), PIPS and \_\_\_\_\_ whose decision will be final and binding upon both the parties.

**10. Subletting:**

The Caterer shall not be allowed to sublet the catering services and if found doing so, the contract will be terminated immediately.

This agreement is executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

FOR AND BEHALF OF

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Signature and seal of the Caterer

Signature and seal of the PIPS