



**Concession Agreement for Design, Construction, Furnishing, Operation & Maintenance
of Student Service Center (SSC) on BOT Basis at COMSATS University Islamabad,
Islamabad.**

This AGREEMENT, is made in duplicate on this 14th day of October, 2019 by and between:

COMSATS University Islamabad (CUI), Islamabad, a leading public sector, federally chartered, University working under the Ministry of Science and Technology with its principal campus at Park Road, Tarlai Kalan, Islamabad 45550 (hereinafter referred to as the "CUI" which expression shall where the contents admit include its successors in office, executers, administrators, authorized representatives and permitted assigns of the **First Part**.

And **M/s Master Management (Pvt.) Limited**, a private limited company registered with the Securities and Exchange Commission of Pakistan with its principal address at Mezzanine Floor, Business Avenue, 26A, Block-6, PECHS, Sharah-e-Faisal, Karachi represented by its General Manager Mr. Zahid Ul Haq having CNIC No. 37405-9751725-7, who is duly authorized to represent it in this Agreement, (hereinafter referred to as the "**Concessionaire**" which expression shall where the contents admit include its successors-in-interest, executers, administrators, legal heirs and permitted assigns of the **Second Part**.

Both the parties shall be collectively referred to hereinafter as "**the parties**" and either of the two individually as "**the party**".

WHEREAS the CUI has invited bids to Design, Construct, Furnish, Operate and Maintain a Student Service Centre (hereinafter SSC) at the premises of the CUI, Islamabad (hereinafter referred to as the "**Project**"), on **Build, Operate and Transfer (BoT) basis**.

AND WHEREAS, as a result of the competitive tendering process, the CUI has offered the Concessionaire and the Concessionaire has accepted CUI offer for Design, Construction, Furnishing, Operation and Maintenance of SSC (the Project) on Build, Operate, and Transfer (BoT) basis, comprising approx. 35,000 Square feet structure to be constructed on a piece of land of about 21,000 sq feet and comprising of three floors (basement, ground and first floor). The preliminary concept design of the building is provided by the party the CUI.

AND WHEREAS, the Concessionaire having inspected the Site of the Project and finding physically suitable for the Project, shall cause the design, development, construction, furnishing operation and maintenance of the Project at a level within the operating parameters and scope



1
CUI

as defined in this Agreement and as per duly approved drawings and layouts as reasonably required for the efficient performance of the Concessionaire under this Agreement. The Project shall offer various distinct facilities that include (i) Student Cafeteria, (ii) Faculty Cafeteria, (iii) Student Service Center, (iv) Other Facilities that shall include tuck shop(s), Photocopy Corners, Juice Corners along with some space to cater student related affairs (the Services). The Concessionaire shall have exclusive rights to offer the Services at SSC and at the CUI Campus at Islamabad. The Project shall also include seating, washing, cooking, baking, refrigeration and other facilities as reasonably required to perform Concessionaire's obligations under this Agreement including all ancillary facilities incidental thereto, as per the scope and rates agreed from time to time and approved by the Cafeteria Committee of the CUI. All costs associated with the Project including designing, construction, furnishing, operation and maintenance shall be borne by the Concessionaire, who shall be responsible for arranging all necessary funding including any available preferential credits.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein agreed upon, the parties hereto hereby agree as follows:

GENERAL CONDITIONS OF CONCESSION

1. Except where otherwise stated in this Agreement, the duties, obligations and liabilities of the parties hereto are intended to be several and not joint or collective and nothing contained in this Agreement shall be construed to create an association, trust, partnership or joint venture amongst the parties hereto and each party shall be liable individually and severally for its own obligations under this Agreement.
2. That the CUI hereby grants rights to the Concessionaire to use approx. 21,000 sq. feet of land in the premises of CUI, as shown in the layout plan at "Appendix-I", for Design, Construction, Furnishing, Operation & Maintenance of Cafeteria Facility (the Project), all to be done at Concessionaire's risk and cost on Build, Operate and Transfer (BoT) basis for a period referred to as the Concession Period as provided hereinafter.
3. The Concessionaire shall manage and operate the Project and all incidental tasks, services and facilities thereto at such hours and locations as the CUI and the Concessionaire shall mutually determine and at the rates as mutually agreed between the Concessionaire and the Cafeteria Committee of the CUI and approved by the latter from time to time.
4. That other than the land, provided by the CUI, the entire development, construction, equipment, gadgets, machineries, fittings, fixtures, management, operation, maintenance and running costs will be borne by the Concessionaire from its own resources, and further, the interest of both the parties will remain fully protected and secured during the entire Concession period.
5. It will be binding upon the Concessionaire to charge as per rates approved by the Cafeteria Committee of the CUI and display the same prominently and issue proper tickets/receipts thereof. Any revision in the rates may only be done on annual basis, unless necessitated by the macroeconomic conditions in the country, by the Cafeteria Committee of the CUI to accommodate for the increase in rates of commodities.
6. The parties hereto shall mutually collaborate with each other to achieve the objectives of this Agreement. The parties agree that they may enter in other memorandum of understanding, agreements or contracts with each other for the welfare of the staff and students of CUI and that of the personnel/staff of the Concessionaire. During the term of the Agreement, the parties shall, from time to time, meet and discuss and agree guidelines for the successful operation of the Project and following such covenants, the Concessionaire shall operate the Project within such guidelines.



