



GOVERNMENT OF  
KHYBER PAKHTUNKHWA  
ADMINISTRATION DEPARTMENT

No. EO(Admn)/ 186-M/V-3  
Dated Peshawar the 14.06.2022

To,

The Director Information,  
DGIPR, Khyber Pakhtunkhwa,  
Peshawar.


Subject:- **RE-TENDER NOTICE FOR CAFETERIA, CIVIL SECRETARIAT,  
PESHAWAR**

Dear Sir,

I am directed to refer to the subject noted above and to enclose herewith 07 copies of re-tender notice for Cafeteria, Civil Secretariat-I, Peshawar for publication in two leading daily national newspapers and the bill thereof be sent to Section Officer (Admn), Administration Department for payment, please.

(Encl. as above)

Yours faithfully,

  
ESTATE OFFICER

**Endst. Of Even No and Date**

Copy forwarded to:

1. The Deputy Director (I.T), Administration Department with the request to upload the tender notice & agreement on the official Website of the Department
2. The Section Officer (Admn), Administration Department.
3. PS to Secretary, Administration Department.
4. PA to Deputy Secretary (Admn), Administration Department.

ADIT (HR)

*Pls upload on website*

  
ESTATE OFFICER

- 8.3.5 if the Lessee fails to deposit utility bills of the Cafeteria;
- 8.3.6 if the Lessee is not depositing monthly rent of the Cafeteria by 10<sup>th</sup> of each month; and
- 8.3.7 if the Lessee fails to fulfill any of his responsibilities, specified under Article 3 of this Agreement.

9. Notices:

- 9.1 Any notice, given under the provisions of this Agreement, shall be in writing and if sent by registered mail, and shall be deemed to have been served on the following days i.e. date of posting, appropriately addressed as given below. If notice is sent by telex or fax, it shall be deemed to have been served when transmissions thereof to the appropriate telex or fax number sent out below has been received.
- 9.2 Upon the issuance of the notice, all ongoing transactions shall be completed by the Lessee, within the said notice period, provided however, new transactions may be initiated, within the first thirty (30) days of the notice period. Upon the expiry of the said (30) thirty days of the notice period, no new transactions shall be accepted.

**To the Lessor:**

Secretary to,  
Government of the Khyber Pakhtunkhwa,  
Administration Department.

Fax No 091-9210897  
Tel. No. 091-9210897

**To the Lessee:**

Fax No 091-  
Tel. No. 091-

IN WITNESSES WHEREOF, both the Parties hereto have set their hands and seal the day and year first written above:

For and on behalf of  
the Lessor.

For and on behalf of  
The Lessee.

Deputy Secretary (Admn)  
Administration Department.

Name: \_\_\_\_\_

**WITNESSES:**

1. \_\_\_\_\_
2. \_\_\_\_\_

**WITNESSES:**

1. \_\_\_\_\_
2. \_\_\_\_\_

Deputy Secretary (Admn)  
Government of the Khyber Pakhtunkhwa,  
Administration Department.



## ٹینڈرنوٹس برائے کیفیٹر یا

محکمہ انتظامیہ سول سکرٹریٹ کیفیٹر یا کوٹھیکے پر چلانے کیلئے اُن خواہشمند حضرات سے، جو کم از کم پانچ سالہ تجربہ رکھتے ہوں مورخہ 07 جولائی، 2022 صبح 11 بجے تک سر بمہر لفافوں میں ٹینڈر مطلوب ہیں۔ لفافے پر چلی حروف میں ٹینڈر برائے سول سکرٹریٹ کیفیٹر یا محکمہ انتظامیہ لکھنا ضروری ہے۔ خواہشمند ٹھیکہ داروں کی اکم ٹیکس رجسٹریشن لازمی ہے۔ ماہانہ کرایہ کا تعین بذریعہ سر بمہر لفافے میں دی گئی زیادہ کرایہ کی پیشکش پر کیا جائیگا۔ بشرطیکہ وہ مندرجہ ذیل شرائط اور معاہدہ میں دیئے گئے شرائط پر پورا اترتا ہو۔

(۱) ٹینڈر کے ساتھ مبلغ -/25000 روپے (پچیس ہزار روپے) کا کال ڈپازٹ بطور ضمانت بنام نائب معتمد انتظامیہ کے منسلک ہونا چاہئے۔ جو کہ ٹینڈر منظور ہونے کی صورت میں بطور ضمانت رکھے جائیں گے اور ٹھیکہ کی میعاد (عرصہ تین سال) ختم ہونے پر قابل واپسی ہوں گے۔

(۲) گیس / ایل۔ این۔ جی کا بندوبست کرنا بذمہ ٹھیکیدار ہوگا، جبکہ بجلی کی سہولت محکمہ انتظامیہ کی ذمہ داری ہوگی جس کا ماہانہ بل ٹھیکیدار ہر ماہ کی 10 تاریخ تک ادا کرنے کا پابند ہوگا۔ اسی طرح کیفیٹر یا میں فرنیچر وغیرہ ٹھیکیدار کی ذمہ داری ہوگی نیز معاہدہ ختم ہونے پر محکمہ ہذا کی پیشگی اطلاع کے بغیر ٹھیکہ دار فرنیچر کو کیفیٹر یا سے باہر منتقل نہیں کرے گا۔

(۳) کامیاب امیدوار کو مبلغ -/500,000 پانچ لاکھ روپے بطور ضمانت بینک ڈرافٹ کی صورت میں اسٹیٹ آفس میں جمع کرانا ہونگے جو کہ ٹھیکہ ختم ہونے کی صورت میں تمام بقایا جات کی مکمل ادائیگی کے بعد قابل واپسی ہوں گے

(۴) ٹینڈر کے منظور ہونے پر کامیاب بولی دہندہ کو زیر دستخطی کے ساتھ معاہدہ کرنا ہوگا جس کی خلاف ورزی کرنے پر ٹھیکہ منسوخ کر دیا جائے گا۔ اور پہلے سے جمع شدہ ضمانت کی رقم مبلغ -/25,000 روپے بحق سرکار ضبط کر لی جائیگی۔

(۵) کامیاب امیدوار کو مکمل کوائف بمعہ شناختی کارڈ کی مصدقہ نقول فراہم کرنا ہوں گی۔

(۶) زیر دستخطی کو یہ اختیار حاصل ہوگا کہ وہ کوئی وجہ بتائے بغیر ٹینڈر کو مسترد کر دے۔ تاہم بولی دہندہ کے درخواست پر ٹینڈر منسوخ کی وجوہات مہیا کیے جائیں گے۔ کیفیٹر یا کرایہ پر تین سال کیلئے کامیاب بولی دہندہ کو دیا جائیگا۔

(۷) کیفیٹر یا چلانے کا پانچ سالہ تجربے کی ناقابل تردید سرٹیفکیٹ جمع کرنا لازمی ہوگا۔

(۸) کیفیٹر یا کا دورانیہ صبح 8 تا شام 6 بجے پیر سے جمعہ ہوگا۔ (ہفتہ / اتوار چھٹی ہوگی)

(۹) کیفیٹر یا کے لئے شاف کا بندوبست ٹھیکیدار خود کرے گا۔

(۱۰) کامیاب بولی کی صورت میں مقرر کردہ کرایہ ہر ماہ کی 10 تاریخ تک سرکاری خزانے میں جمع کرنے کا پابند ہوگا بصورت دیگر -/500 روپے

ردزاندہ کی بنیاد پر جرمانہ ہوگا۔

نوٹ: ٹینڈر مورخہ 07 جولائی، 2022 کو بوقت -11 بجے تک جمع کرنا ہوگا۔ جو کہ اسی دن 12 بجے دوپہر از دفتر ڈپٹی سیکریٹری (ایڈمن) محکمہ انتظامیہ میں کمیٹی ٹینڈر دہندگان یا انکے نمائندوں کی موجودگی میں کھولے جائیں گے۔ نیز معاہدہ کی کاپی محکمہ انتظامیہ کے ویب سائٹ (www.khyberpakhtunkhwa.gov.pk) پر یا زیر دستخطی سے دوران دفتری اوقات کار لئے جاسکتے ہیں۔ مزید تفصیلات کیلئے زیر دستخطی کے دفتر سے رابطہ کیا جاسکتا ہے۔

اسٹیٹ آفیسر

محکمہ انتظامیہ سول سکرٹریٹ پشاور

ٹیلی فون نمبر 091-9210897



**GOVERNMENT OF THE KHYBER PAKHTUNKHWA**  
**LAW, PARLIAMENTARY AFFAIRS AND**  
**HUMAN RIGHTS DEPARTMENT**

PA.DC (Administration Deptt.)

No. Legis: 5(11)2017

Dated: 28.03.2022.

To

The Secretary,  
Government of the Khyber Pakhtunkhwa,  
Administration Department.

Ps to Secy Admin  
Dairy No: 927 Date: 28-0

**SUBJECT: CAFETERIA AGREEMENT DEED**

Dear Sir,

I am directed to refer to your Department's letter No. EO(Admn)/186-M/V-3, dated 09.02.2022, and telephonic discussion held with Estate Officer, on the subject noted above, and to enclose herewith draft Agreement, duly vetted and stamped by this Department, for further necessary action.

2. The Administrative Department is advised to examine the same minutely and to ensure that it is in order and otherwise serves the purpose, before proceeding further in the matter.

Yours faithfully,

(FASEEH ULLAH)  
DEPUTY LEGISLATION OFFICER-I  
LEGISLATION WING

ENDT. No. & Date (As Above).

Copy is forwarded for information to:

1. Senior Librarian, Law Department.
2. PS to Secretary to Government of the Khyber Pakhtunkhwa Law Department.
3. PA to Chief Legislation Officer, Law Department.
4. Master File.

DEPUTY LEGISLATION OFFICER-I  
LEGISLATION WING

724 29/3

PA.DC (ADMIN) 29/03

AST

PA to DS (A)

Examined by SP

AST

28/03/22

22-12-2021



AN  
AGREEMENT

This Agreement is made on this day of \_\_\_\_\_ 2022, between the Governor of Khyber Pakhtunkhwa through Secretary to Government of Khyber Pakhtunkhwa, Administration Department (**hereinafter referred to as the "Lessor"**), which expression includes his successors in interest and assignees of the First Part and Mr. \_\_\_\_\_ s/o \_\_\_\_\_ r/o \_\_\_\_\_ CNIC No. \_\_\_\_\_ (**hereinafter referred to as the "Lessee"**), which expression shall include his successors in interest and assignees of the Second Part;

**WHEREAS** the Lessor has in possession an area measuring \_\_\_\_\_ situated near Minister Block in the Civil Secretariat Peshawar (**hereinafter referred to as the premises**);

**AND WHEREAS** the Lessee is desirous to get such premises on lease for a running a canteen for the purpose of serving various types of halal foods for the employees of the Civil Secretariat, Peshawar and the visitors (**hereinafter referred to as "Cafeteria"**), with such terms and conditions as specified under this Agreement;

**NOW, THEREFORE**, both the Parties agree as follows:

**1. Commencement and Duration:**

- 1.1 This Agreement shall come into force on the date on which both the Parties sign it.
- 1.2 This Agreement shall be made for a period of three (03) years.

**2. Responsibilities of the Lessor:**

The Lessor shall-

- 2.1 provide premises, on fixed monthly rent of rupees \_\_\_\_\_ to the Lessee;
- 2.2 fix the rate of different eatable items, in consultation with the Committee, as constituted by the Lessor, in pursuance of this Agreement;
- 2.3 fix working time for catering in the Cafeteria;
- 2.4 not be liable for any loss or damage to the stores or articles in the premises brought and used by the Lessee;
- 2.5 have the right of periodical inspection of the Cafeteria as well as through food related Government authorities to ensure hygienic conditions of the Cafeteria and person working there; and
- 2.6 obtain security clearance of the servants serving under the Lessee.

3. Responsibilities of the Lessee:

The Lessee shall-

- 3.1 arrange the gas facility, at his own, while the facility of electricity shall be provided by the Lessor and the monthly bill charges of the electricity shall be paid before 10<sup>th</sup> of each month by the Lessee;
- 3.2 provide, at his own cost, furniture of quality and quantity as required;
- 3.3 provide, at his own cost, material, crockery, cutlery tandoor, cooking range, electric and other appliances, such as hot cases, toasters and service etc. These appliances shall be the property of the Lessee but shall not be removed on termination of this Agreement unless clearance certificate is granted by the Lessor;
- 3.4 employ a sufficient number of suitable set of all employees having valid Computerized National Identity Card, who shall be free from any contagious disease as well as any suspicious activities and shall wear neat and clean specific uniform, while working in or outside the Cafeteria as per Standing Operating Procedures notified by Government and National Command and Operation Centre;
- 3.5 be bound to start the Cafeteria within fifteen (15) days of signing of this Agreement;
- 3.6 charge such prices from Government employees and visitors, as are included in the approved lists, which shall be fixed on mutual consultation, according to market rate and shall be exhibited at a permanent place in Cafeteria and premises;
- 3.7 exhibit daily menu and offer for sale foodstuff, not in any manner, inferior to the samples approved by the Lessor or his nominee and prepare fresh material from pure milk and cooking oil etc.;
- 3.8 comply with all the instructions, issued by Lessor or his nominee, and shall keep in the Cafeteria a complaint or suggestion book, which shall be inspected by the Lessor or his nominee from time to time;
- 3.9 keep the Cafeteria in perfect hygienic condition, neat and tidy, and shall not do or suffer to be done things likely to cause damage to the premises or to the adjacent buildings;
- 3.10 not without written permission of the Lessor, make or cause to be made any structural alternations in the premises;
- 3.11 not use the premises for residential purpose or any other purpose not covered under this Agreement;
- 3.12 abide by all the relevant laws, for the time being in force and shall obtain necessary licenses and permission from the authorities concerned, if any;
- 3.13 not allow any political gathering or activities in the Cafeteria which may disturb the routine official work of Government functionaries; and
- 3.14 not carry out any other activities which are not covered under this Agreement.



4. Bank Guarantee:

The Lessee shall, for the due performance of his obligations under this Agreement, deposit with the Lessor in a scheduled bank, a cash security of rupees five hundred thousand only (Rs. 500,000/-), for Cafeteria, which shall be liable to forfeiture in case he is unable to discharge his contractual obligations as given in this Agreement, in full or in part, to be decided by the Lessor or his nominee and his decision shall be final and binding. The Lessor shall have a right to revise the amount of security as and when deemed necessary, during the currency of this Agreement.

5. Governing laws:

This Agreement shall be governed by relevant laws of Federal Government and Provincial Government for the time being in force.

6. Force Majeure:

Both the Lessor and Lessee shall not be responsible for any act, which may cause their responsibilities, under this Agreement, due to circumstances of Force Majeure, such as acts of God, war, riots, civil commotion, strike, lock outs and other circumstances and disturbances, which are beyond the control of both the Parties. Any Party, unable to fulfill the obligations under this Agreement, shall, immediately within one week, inform the other Party of the beginning and discontinuation of such circumstances. In the case of fulfillment of the obligations, the time limit shall be extended for a corresponding period of time.

7. Settlement of Dispute:

Any dispute, arising out of this Agreement, which cannot be amicably settled between the parties, shall be referred to arbitration, in accordance with the Arbitration Act, 1940 (Act No. X of 1940).

8. Termination:

- 8.1 The Lessor may, at any time, upon giving the Lessee, thirty (30) days prior written notice, terminate this Agreement and in case the Lessee intends to terminate this Agreement, he shall also give a thirty (30) days prior written notice to the Lessor.
- 8.2 If the Lessee abandon his obligations under this Agreement, without any just cause, the amount of Bank Guarantee, as specified in Article 4 of this Agreement, shall be forfeited in favour of the Lessor.
- 8.3 The Lessor shall terminate this Agreement due to any one or more of the following reasons and the Lessee shall have no right to claim for any loss, sustained on account of such termination:
  - 8.3.1 if the lessee sublets the Cafeteria, wholly or partly, to any person for use of the aforesaid purpose or any other purpose, enters into a separate contract to assist him in running the Cafeteria without written permission of the Lessor;
  - 8.3.2 if the lessor is adjudicated insolvent;
  - 8.3.3 if the standard or quality of foodstuff doesn't meet the food laws;
  - 8.3.4 if the lessee is found of selling on high rates as compared to those fixed by the Committee, constituted for the purpose;