



GOVERNMENT OF
KHYBER PAKHTUNKHWA
ADMINISTRATION DEPARTMENT

No. EO(Admn)/ 186-M/V-5/2024
Dated Peshawar the 02-09-2024

To,
The Director Information,
DGIPR, Khyber Pakhtunkhwa,
Peshawar.

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

I am directed to refer to the subject noted above and to enclose herewith 07 copies of 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)


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.


ESTATE OFFICER

ٹینڈر نوٹس برائے کیفیٹیریا

محکمہ انتظامیہ سول سیکرٹریٹ کیفیٹیریا کو ٹھیکے پر چلانے کیلئے ان خواہشمند حضرات سے، جو کیفیٹین چلانے کا کم از کم پانچ سالہ تجربہ رکھتے ہوں مورخہ **17 اکتوبر 2024ء** صبح 11 بجے تک سربمہر لفافوں میں ٹینڈر مطلوب ہیں۔ لفافے پر پہلی حروف میں ٹینڈر برائے سول سیکرٹریٹ کیفیٹیریا محکمہ انتظامیہ لکھنا ضروری ہے۔ خواہشمند ٹھیکہ داروں کی اکٹھی رجسٹریشن لازمی ہے۔ ماہانہ کرایہ کا تعین بذریعہ سربمہر 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۔

- (1) ٹینڈر کے ساتھ مبلغ -/25000 روپے (پچیس ہزار روپے) کا کال ڈپازٹ بطور ضمانت ہمام نامب مہتمد 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۔
- (2) 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 کیفیٹیریا میں فرنیچر وغیرہ ٹھیکیدار کی ذمہ داری ہوگی نیز معاہدہ ختم ہونے پر محکمہ ہذا کی پیشگی اطلاع کے بغیر ٹھیکہ دار فرنیچر کو کیفیٹیریا سے باہر منتقل نہیں کرے گا۔
- (3) 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۔
- (4) ٹینڈر کے منظور ہونے پر کامیاب بولی دہندہ کو زیر دستخطی کے ساتھ معاہدہ کرنا ہوگا (معاہدہ کی کاپی محکمہ انتظامیہ کی ویب سائٹ پر موجود ہے) 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 جائے گی۔
- (5) کامیاب امیدوار کو مکمل کوائف بمعہ شناختی کارڈ کی مصدقہ نقول فراہم کرنا ہوں گی۔
- (6) 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۔ کیفیٹیریا کرایہ پر تین سال کیلئے کامیاب بولی دہندہ کو دیا جائیگا۔
- (7) کیفیٹیریا چلانے کا پانچ سالہ تجربے کی ناقابل تردید سرٹیفکیٹ جمع کرنا لازمی ہوگا۔
- (8) کیفیٹیریا کا دورانیہ صبح 8 تا شام 6 بجے پیر سے جمعہ ہوگا۔ (ہفتہ / اتوار چھٹی ہوگی)
- (9) کیفیٹیریا کے لئے سٹاف کا بندوبست ٹھیکیدار خود کرے گا۔
- (10) 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 روزانہ کی بنیاد پر جرمانہ ہوگا۔

نوٹ: ٹینڈر مورخہ **17 اکتوبر 2024ء** کو بوقت - 11 بجے تک جمع کرنا ہوگا۔ جو کہ اسی دن 12 بجے دوپہر از دفتر ڈپٹی سیکرٹری (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 سیکرٹریٹ پشاور

ٹیلی فون نمبر 091-9210897



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

No. Legis: 5(11)2017/10392-96
Dated: 08.08.2023

To

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

SUBJECT: CAFETERIA AGREEMENT DEED.

Dear Sir,

I am directed to refer to your Department's letter No. EO(Admn)186-M/V-5, dated: 18.07.2023, and meetings held on your Departmental Representatives, 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 draft Agreement minutely and to ensure that it is in order and otherwise serves the purpose.
3. The Administrative Department is further advised that the concurrence of the Finance Department also be obtained in case of any financial implication.

Yours faithfully,

(FASEEH ULLAH)
DEPUTY LEGISLATION OFFICER-I
LEGISLATION WING

ENDT. No. & Date (As Above).

Copy is forwarded for information to:

1. Additional Legislation Officer-II, Law Department.
2. PS to Secretary, Law Department.
3. PA to Chief Legislation Officer, Law Department.
4. Master File.

DEPUTY LEGISLATION OFFICER-I
LEGISLATION WING

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AN
AGREEMENT

This Agreement is made on this day of _____ 2023, between the Governor of the Khyber Pakhtunkhwa through Secretary to Government of the 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 of an area, measuring _____, situated near Minister Block, Civil Secretariat Peshawar (hereinafter referred to as the premises");

AND WHEREAS the Lessee is desirous to get such premises on lease for 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"), and the Lessor has agreed with the proposal of the Lessee, on payment of monthly rent of rupees _____, 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 inspect, from time to time, the Cafeteria and to ensure that it is running with hygienic conditions; and
- 2.5 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 10th of each month by the Lessee;

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- 2.5 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 10th of each month by the Lessee;
- 3.2 arrange, at his own cost, furniture of quality and quantity as required;
- 3.3 arrange, at his own cost, material, crockery, cutlery, tandoor, cooking

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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 caused 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;
- 3.14 not carry out any other activities which are not covered under this Agreement; and
- 3.15 be liable for any loss or damage to the stores or the premises.

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.

Deputy Legislation Officer
Government of Chhattisgarh
Law Department

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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 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 abandons 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 Lessee 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;

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 10th 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:**

Deputy Registrar
Government of Karnataka
Law Department

27/5/2015

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, 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.

Deputy Legislation Officer,
Government of Khyber Pakhtunkhwa
Law Department

To the Lessor:

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

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

To the Lessee:

Address:
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:

WITNESSES:

- 1. _____
- 2. _____

- 1. _____
- 2. _____