

Khyber Medical College, Peshawar

Contact No: 091-9221384-8

www.kmc.edu.pk



BID SOLICITATION DOCUMENTS

For

Outsourcing of KMC Canteen

2024-27

Rates will be valid till 30-06-2027

Note: The prospective bidder is expected to examine the Bidding Documents carefully, including all Instructions, Terms & Conditions, and Specifications etc. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

Chairman Purchase Committee
KMC Peshawar

Administrative Officer
KMC Peshawar

Senior Finance officer
KMC Peshawar

Assistant Manager Procurement
KMC Peshawar

Incharge Canteen Committee
KMC Peshawar

INTRODUCTION:

KHYBER MEDICAL COLLEGE PESHAWAR invites eligible firms'/ leading Food Chains to submit sealed bids for Cafeteria Services at KHYBER MEDICAL COLLEGE PESHAWAR. A firm/consulting organization will be selected under rule 14(2)(b) method and procedures described in this RFP, in accordance with the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules 2014.

| <i>Description</i> | <i>Dates</i> |
|----------------------------------------|-----------------------------------|
| Pre-bid meeting | 15 / 01 /2025 at 11:00 AM |
| Closing/Last submission/Opening | 28 / 01 / 2025 at 11:00 AM |
| Bid security | Rs. 300,000 |

1. INSTRUCTIONS TO BIDDERS:

1. This Bidding procedure will be conducted in light of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Act, and Rules made there-under along with Standard Bidding Documents of KMC-MTI.
2. Any bid received after the deadline for submission of bids shall not be entertained and shall be returned unopened to the Bidder. Delay on part of the bidder or courier service shall not be entertained.
3. For any query, clarification regarding Services / Bid Solicitation Documents (BSD), the applicants may send a written request at least 5 days prior to the opening date.
4. The Bidder may after its submission withdraw its bid prior to the expiry of the deadline Prescribed for submission of bids. Withdrawn bids will be returned unopened to the Bidders.
5. Any bid not received as per terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if:
 - a. Received without bid security;
 - b. Received after the date and time fixed for bid submission;
 - c. The tender document and the bid are unsigned;
 - d. The offer is ambiguous;
 - g. Bid must be typed; hand written contents shall NOT be accepted;
 - h. Bid found in violation of condition mentioned in tender notice or BSD.

6. Usage of correction fluid & corrections are strictly prohibited unless duly initiated.
7. No erasing / cutting etc. shall be allowed on the offer; such erasing/cutting etc. will lead to rejection of offer.
8. The bidder submitting bid in the name different from his own will be summarily rejected.
9. Any direct or indirect effort by a bidding firm to influence the committee during the process of selection of a bidder or award of contract, shall lead to rejection of its bid.

2. ELIGIBILITY CRITERIA/ EVALUATION CRITERIA FOR CAFETERIA SERVICES: -

| S # | Parameters | Sub-parameters | Marks |
|----------|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| 1 | Legal Requirement | | 15 |
| | | Sales Tax Registration Certificate | Mandatory |
| | | NTN Registration Certificate | Mandatory |
| | | Registration with Khyber Pakhtunkhwa Revenue Authority | Mandatory |
| | | Certificate on Stamp Paper for not Black Listing of Firm by any Government/Semi Government Organization. | Mandatory |
| | | Non-Share holder certificate, that no employee of KMC is share holder in my business | Mandatory |
| | | Income Tax Returns of last three years | 05 |
| | | Bank Statement of the Firm Last 1 year | 10 |
| 2 | RELEVANT EXPERIENCE | | 15 |
| | Attached Performance Certificate on the Institution Letter Head duly signed by Head of the Institution | <p>Total number of Similar job/Contract completed in the last 05 years along with satisfactory report for the Institution.</p> <p>Only 03 best projects would be considered.</p> <p>Each project will be scored as under:</p> <p>I. For Govt. Department per contract</p> <p>II. For Private renowned companies per contract</p> <p>III. For School/College/Universities canteen</p> | <p>05</p> <p>03</p> <p>02</p> |

| | | | |
|----------|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 3 | Firm's Performance | | 40 |
| | Firm's Performance Current or previous work place where services are provided will be physically visited | <ul style="list-style-type: none"> • Food quality • Services • Performance • Cleanliness | 10 10 10 10 |
| 4 | HUMAN RESOURCECAPACITY | | 10 |
| | | Cafeteria Manager | 04 |
| | | Cook | 06 |
| 5 | EQUIPMENT/KITCHENACCESSORIES | | 10 |
| | Attached the List on firm letter Head | <ul style="list-style-type: none"> • Crockery fine quality (stone ware) • Refrigerator / Deep Freezer etc. • Oven/Microwave Oven • Visi Cooler (Standing Refrigerators) • Furniture | |
| 6 | Valid Certification | | 10 |
| | | Concerned Food Authority Certificate | 10 |
| | Total Marks | | 100 |

Total Marks in Technical Criteria: **100**

Qualifying Percentage in Technical Criteria: **70%**

Qualifying Marks: **70**

Note: **The minimum monthly rent for KMC Canteen Services of the whole package shall be Rs. 40,000/-.**
All the bidders quoted price must be above Rs.40,000/-per month, below quoted price bids shall not be considered.

3. GENERAL CONDITIONS: -

1. KMC-MTI Peshawar shall evaluate the proposal as per evaluation criteria set out in this document.
2. Alternative bid via single bid shall not be considered and shall be rejected.
3. At any time prior to the deadline for submission of bids, KMC-MTI, Peshawar may, for reason to be recorded, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by addendum. However, after bid opening no alteration in bid documents shall be allowed.
4. If a bid is not substantially responsive, it will be rejected for the said bidding.
5. KMC-MTI Peshawar may accept or reject any or all of the bids under KPPRA Rules, 2014.
6. Conditional tender will not be accepted.
7. Each paper of the tender has to be signed and stamped by the authorized signatory of the firm/Bidder.
8. The bidder shall provide an undertaking that the bidder has not been declared black listed by any institution duly attested by Oath Commissioner/Notary public.
9. Bidders shall not be eligible to bid if they are under a declaration of Ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the KPPRA Rules.
10. If the bidder provides details concerning his qualifications as false/incorrect or incomplete.

4. INVITATION FOR BIDS

KHYBER MEDICAL COLLEGE invites eligible firms'/ leading Food Chains to submit bid/proposal for Canteen Services at KHYBER MEDICAL COLLEGE PESHAWAR.

A firm/consulting organization will be selected under rule 14(2)(b) method and procedures described in this RFP, in accordance with the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules 2014.

Mandatory Bid Security / Earnest Money amounting to a flat rate of Rupees three hundred thousand (Rs. 300,000/-) from each bidder in the shape of Call Deposit Receipt (**CDR**) in the favor of the **Suppliers Contractors Security Deposit, KMC, Peshawar** required to be submitted along with Bid in a sealed envelope.

The Proposal must be delivered by hand or through courier to the office of undersigned on or before **28/01/2025 at 11:00 AM**. The Proposals will be opened on the same day at **11:30 AM** in presence of bidders or their representatives.

The bidding shall be conducted through KPPRA Rule 14(2)(b) based selection method **Single Stage Two Envelope**.

Pre-bid Meeting will be held on **15/01/2025 at 11:00 AM** in the conference room of KMC.

The contract period will be as per RFP of KHYBER MEDICAL COLLEGE FY 2024-27

The competent Authority has the right to reject all bids under Rule 47 of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules 2014.

5. BID Security

Bid security from the account of the firm/bidder/contractor. Bid security @ 300,000/- in shape of Call Deposit Receipt (refundable) drawn in favor of **Suppliers Contractors Security Deposit, KMC, Peshawar** should be kept sealed in their bid/ proposal.

The bid security may be forfeited:

i) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or

In case of a successful Bidder, if the Bidder fails to sign the contract.

a. BID VALIDITY:

- i. The bids should be valid for a period of 180 Days from the date of opening.
- ii. In exceptional circumstances, after recoding the reasons, KMC-MTI may solicit the Bidder's consent to an extension of the period of validity reasons shall be recorded in writing. The request and the responses there to shall be made in writing. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

6. SCOPE OF WORK

- 1 The contractor will use the area for cafeteria as specified to him.
- 2 The contractor agrees and under takes that the business activity shall be strictly in accordance with the policy of the Institution.
- 3 The Contractor further agrees and under takes that he will not undertake any business activity of the following items and services;
 - Opening and starting any business activity related to the sale and purchase of drugs and medicines and stationary items in these shops.
 - He shall not start and open any business activity related to Music, Video and CDs business.
- 4 The contractor agrees and under-takes that all the electrical/electronic appliances will be provided by him and that KMC management will not be responsible for any damage caused at any time.
- 5 The successful bidder will take prior permission from the KMC Management before starting any necessary civil works in the area specified.
- 6 Contractor will pay all the utility bills i.e. electricity and gas charges regularly.
- 7 The contractor shall be responsible for any damage(s) caused to the structure or system(s) in use and that he/she will be responsible for any fixtures required in the area allocated.
- 8 This Agreement shall be valid for a period of three (03) financial/budget Years with initial one year as probation period.
- 9 The contract can be terminated by procurement body on the notice of 15 days in probation period.
- 10 The procuring body shall have right to terminate this Agreement upon giving one month written notice to the other Party and without assigning any reason thereof. In the event of termination, the Parties agree to promptly settle any outstanding billings and payments due under this Agreement.
- 11 The successful contractor will deposit two months' advance rent as a security within 07 days of signing of the agreement and monthly rent up to 10th of each month, failing which the contractor will be charged Rs.1000/-per day as penalty till 10th of that month to clear the liability. After the 10th 7-days' notice including counseling and warning will be served failing which the administration will have the right/power to terminate the contract and close the business.
- 12 Rate list of the daily commodities and food shall be finalized with the approval of the KMC College Canteen Committee.

- 13 Any other tax levied by the Govt. subsequent to the signing of the agreement, shall be paid by the contractor according to Govt. instructions / rules/directives.
- 14 Tender of those contractors will not be accepted who are either defaulter/ have outstanding dues of more than 3 months in any other institution or involved in any dispute / judicial proceedings or any other case with the hospital administration or any other Govt. institution.
- 15 On the expiry of contract period, the administration will be authorized to take over possession of the canteen premises.
- 16 The call deposit of the first three bidders shall be retained till the finalization of the contract agreement. The call deposit of the unsuccessful bidders will be released / returned on the next day.
- 17 The successful contractor must execute formal contract agreement within 15 days from the date of award of the contract, failing which the bid shall stand cancelled and call deposit will be forfeited.
- 18 The contractor will have to provide formal contract agreement on stamp paper of Rs.100/- duly attested by 1st class Magistrate and notary public for running of the contract.
- 19 The contractor will be responsible for cleanliness of contract area up to the required standard, failing which he may be charged Rs.1000/- per day as penalty.
- 20 The contractor should provide well behaved and well-mannered staff and will be in uniform and badges and submit the names of his workers including watchman, cleaners and other workers with full particulars i.e., NIC No. etc. to the College administration for record and necessary action before the contract is awarded.
- 21 No subletting of contract is allowed to a second or third party, if violated, the College administration reserve the right to cancel the contract agreement with the notice of one month.
- 22 After taking over of contract, the contractor will be responsible for its repair and replacement thereof in case of any sort of break down etc.
- 23 In case of any dispute, the decision of the DEAN KMC will be final and binding.
- 24 There will be proper handing / taking over of the contract charge from the DEAN administration after fulfilling the requirements of the contract. Moreover, the successful bidder will report to Building and facilities Management Department only and will not bypass the reporting line failing which disciplinary proceedings may be initiated against him.
- 25 The contractor if needs a separate telephone line, will use telephone on his own and no connection/facility of telephone will be provided from the KMC exchange.

7. AWARD OF CONTRACT:

All the bidders eligible/ technically qualified according to their criteria set forth in clause no. 3. The Contract shall be awarded to the eligible/ technically qualified Highest Evaluated Financial Proposal and shall be declared as winning bidder.

8. BLACKLISTMENT OF DEFAULTED BIDDER/CONTRACTOR

Conditions for Blacklistment of Defaulted Bidder/Contractor under rule 44 of KPPRA Rules 2014

The following are the events which would lead to initiate (Rule 44 of KPPRA Rules 2014) blacklisting/debarment process;

- Consistent failure to provide satisfactory performances.
- Found involved in corrupt/fraudulent practices.
- Abandoned the place of work permanently.
- Contractor remains defaulter consistently for at least 03 months.

Conditions for debarment of Defaulted Bidder/Contractor

Failure or refusal to;

- Accept Purchases Order / Services order terms;
 - Providing services/supplies as per specifications agreed;
 - Fulfill contractual obligations as per contract
- Non execution of work as per terms & condition of contract.
 - Any unethical or unlawful professional or business behavior detrimental to good Conduct and integrity of the public procurement process.
 - Persistent and intentional violation of important conditions of contract.
 - Non-adherence to quality specifications despite being importunately pointed out.
 - Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the KHYBER MEDICAL COLLEGE -MTI, Peshawar.

Procedure for blacklistment and debarment

1. Competent authority of KHYBER MEDICAL COLLEGE-MTI, Peshawar may on information, or on its own motion, issue show cause notice to the bidder.
2. The bidder will be given maximum of seven days to submit the written reply of the show cause notice.
3. In case the bidder fails to submit written reply within the requisite time, the competent authority may proceed forth with ex-parte against the bidder.

4. Direct to issue notice of personal hearing to the bidder/ authorized representative of the bidder and the competent authority shall decide the matter on the basis of available record and personal hearing, if availed.
5. The competent authority shall decide the matter within thirty days from the initiation of proceedings.
6. The order of competent authority shall be communicated to the bidder by indicating reasons.
7. The order past as above shall be duly conveyed to the KPPRA and defaulting bidder within three days of passing order.
8. The duration of debarment may vary up to five years depending upon the nature of violation.

9. REDRESSING OF GRIEVANCES

1. Any bidder feeling aggrieved by any act of the purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than 03 days after the announcement of the bid evaluation report.
2. The grievance redressed Officer shall investigate and decide upon the complaint within 06 days of the receipt of the complaint.
3. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
Note: Grievance notified & designated who can invite appropriate official as co-opted member for grievance.

10. CONTRACT AGREEMENT:

Contracts shall be confirmed through a written agreement signed by the successful bidder and Dean KMC-MTI, Peshawar duly attested by the Oath Commissioner/Notary Public.

This Agreement for outsourcing of Khyber Medical College Canteen is made at Peshawar on _____, 2025

Between

Khyber Medical College Peshawar, through Dean Khyber Medical College Peshawar (hereinafter called 1st party) which expression shall wherever the context so requires or permits its successors and assignees through its Khyber Medical College – the Landlord on the one part

AND

M/S _____, register in Pakistan with an office _____ (herein after called the 2nd party) which expression shall wherever the context so requires or permits its successors, agents, representative and assignees etc through its authorized Regional Manager _____ as 2nd party on the other part.

WHEREAS the 1st party is the owner and in possession of property/Canteen measuring 7923.13 Sft premises approximately (utilizable/usable space/ carpeted/ designated area inside the premises) situated at Khyber Medical College, Peshawar hereinafter referred to as the "Demised Premises").

AND WHEREAS the 1st party has offered the Demised premises, i.e. 7923.13 Sft approximately at _____ per month (utilizable/usable space/ carpeted/ designated area inside the premises) situated at Khyber Medical College, Peshawar on rental basis to the 2nd party for opening of canteen and the 2nd party has accepted this offer hence instant lease agreement.

AND WHEREAS, in between the parties, following terms & conditions are entered, agreed, admitted and settled as: -

1. That this Agreement shall be valid for a period of Three (03) years commencing from the date when the possession of the premises is handed over by the 1st party to the lessee, which date _____ - 2025 shall be endorsed herein, duly authenticated by the parties.
2. The rent of the premises shall be increased by @10% after every financial year.
3. The monthly rent of the Demised premises is fixed at Rs. _____/- inclusive of all Govt. taxes on rent, whereas 2 months' rent Rs. _____/- has been paid by the 2nd party to the 1st party as security through a valid for 3 years which shall be released after completion of contract or earlier closure of contract whichever is earlier, subject to the fact that the 2nd party has made proper clearance as per set protocols and has not been declared defaulter. Security is retained for the purpose of clearance of utility and other repair and maintenance but not for purpose of adjustment of rent in case if contractor defaults. Monthly rent shall be paid up to 5th of each month, failing which the contractor will be charged Rs. 1000/- per day as a penalty till 10th of that month to clear the liability. After the 10th day, 7-days' notice including counseling and warning shall be served failing which the administration will have the right/power to terminate the contract and close the business.
4. The Contractor shall also provide services for various functions arranged by students, college administration the rates whereof shall be decided separately after mutual discussion and negotiations between both the parties (KMC Administration and contractor).
5. Withholding tax on rent will be responsibility of 2nd party.
6. This agreement may be extended for a further term by mutual consent in writing by both the parties on fresh or existing terms and conditions. Provided that the 2nd party shall not be entitled to this extension as matter of right.
7. In case of termination of this Agreement the 2nd party shall be entitled to remove its installation / Machine and other equipment's on its own cost and expense after obtaining proper clearance certificate from the 1st party and the 1st party shall be bound to facilitate the 2nd party in this regard without creating any hindrance, if terms and conditions of this agreement have properly been followed and acted upon.
8. In the event of any dispute between the parties it shall be referred to the Management Committee of MTI-KTH/KMC/KCD the decision of which shall be final and binding. Provided such dispute is not due to non-payment of rent, encroachment, unlawful activities or non-vacation of premises after expiration/termination of this agreement.
9. The 2nd party shall only use the area for canteen as specified approximately 7923.13 Sft.
10. The 2nd party shall design kitchen and dining area of Cafeteria through a commercial Kitchen designer on his own expenses, the same shall not be claimable at end of this contract agreement.

- 11.** The 2nd party shall execute kitchen and dining interior design after approval of competent authority.
- 12.** On the expiry of contract, the 2nd party shall not claim the expenses incurred on kitchen and dining designing.
- 13.** The 2nd party agrees and undertakes that the business activity shall be strictly in accordance with the policy of the Institution.
- 14.** The 2nd party shall not undertake any business activity of the following items and services;
 - a. Opening and starting any business activity related to the sale and purchase of drugs and medicines in the demised premises.
 - b. He shall not start and open any business activity related to Music, Video and/or CDs business.
 - c. Any other activity /business not so authorized by the 1st party.
- 15.** The 2nd party shall arrange all the sanitary/hardware/electrical/electronic appliances if require and 1st party shall not be responsible for any damage caused at any time and by any other source, the same shall not be claimable at end of this contract agreement.
- 16.** The 2nd party shall take prior permission from the 1st party before starting any additional necessary civil works in the area specified for which he shall not be entitled to claim any expenses incurred.
- 17.** The 2nd party shall pay all the utility bills as per actual consumption and check meters shall be installed, which shall be secured in box and monthly reading shall be taken in the presence of Sub Engineers (Civil & Electrical). If any tempering or misleading in figures is found, the 2nd party shall be charged penalty as per the calculation of the Directorate of Works KMC for the units that has been understated due to tempering. In addition to this an extra penalty of Rs. 100,000/- shall also be charged.
- 18.** The 2nd party shall be responsible for any damage caused to the structure or system in use and that he/she will be responsible for any fixtures required in the area allocated.
- 19.** The 1st party shall have right to terminate this Agreement upon giving one-month prior written notice to the 2nd Party and without assigning any reason thereof. In the event of termination, the Parties agree to promptly settle any outstanding billings and payments due under this Agreement.
- 20.** Rate list of the daily commodities and food shall be finalized with the approval of the College Management or duly authorized officer and shall be displayed inside the canteen.
- 21.** Any other tax levied by the Govt. subsequent to the signing of this agreement, shall be paid by the 2nd party according to Govt. instructions / rules/directives.
- 22.** On the expiry of contract period, the administration shall be authorized to take over possession of the contract area, unless term is extended as per Clause 5 of this agreement.
- 23.** The 2nd party shall have to provide formal contract agreement on stamp paper of Rs. 100/- duly attested by 1st class Magistrate or notary public for running of the contract.
- 24.** The 2nd party shall be responsible for cleanliness of Demised area up to the required standard, failing which he may be charged Rs.3000/- per day as penalty.
- 25.** The contractor shall provide well behaved and well-mannered staff and shall be in uniform and badges and submit the names of his workers including watchman, cleaners and other workers with full particulars i.e. CNIC No. etc. to the college administration for record and necessary action within 15 days of execution of this agreement.
- 26.** Discounted rates of at least 10% shall be offered to the Khyber Medical College and allied institute staff and management.
- 27.** No subletting of contract is allowed to a second or third party, if violated, the College administration/ 1st party reserves the right to cancel the contract agreement forthwith and will proceed as per law against the 2nd party.
- 28.** After execution of this contract, the 2nd party shall be responsible for maintaining the demised premises, if the 2nd party fails to do so the cost of repair of the same shall be deducted from security deposit.

29. There shall be proper handing / taking over of the cafeteria /demised premises dully signed / stamped by Sub Engineer (Civil) and contractor after issuance of work order. Moreover, the 2nd party will report to college administration only and will not bypass the reporting line failing which strict action may be initiated against him.
30. The 2nd party, if needs commercial telephone line, it shall be at his own expenses, whereas the internal telephone extension / internet connection may be provided from the college telephone exchange.
31. The 2nd party shall be bound keep the temperature of kitchen and dining area as per international standards in summer and winter.
32. The 2nd party will be bound to follow all rules regulations of KP Food Safety Halal Food Authorities and any other regulatory body.
33. Hospital (MTI-KTH) Nutrition department may randomly check the food quality, cleanliness and staff hygiene and shall submit the report to College Administration. Furthermore, any item so banned by the Government shall be strictly prohibited.
34. The 2nd party shall ensure students and staff safety in canteen premises. and shall further make sure to follow the SOPs which are mandatory for college canteen.
35. The 2nd party shall be bound to use branded / Halal items for preparation of food.
36. That in case of fire and theft or any other natural calamity the institution will not be responsible and will not bear any loss.
37. That the 2nd party shall abide and follow the directions of the Dean KMC which may be issued from time to time.
38. That the college timings shall be strictly observed by the contractor.
39. That all movable / immovable items shall be the property-of KMC for which inventory shall be made duly signed by the Sub Engineer (Civil) and Countersigned by Administrative Officer KMC on behalf of KMC and contractor / authorized person on behalf 2nd party. The inventory will be inspected every six months to ensure that all items are in place and good condition. The contractor shall on expiry of the said period or an earlier termination of this agreement return all the equipment, utensils, furniture etc to KMC which are the property of KMC as per the inventory record.
40. The additional items if required i.e furniture, cutlery, utensils and any other useable items in the canteen shall be provided by the Contractor.
41. That the contractor shall not make any sale of Papad, gutka, paan, chalia, choran, naswar, cigarette or any other items duly notified by the KMC administration in KMC cafeteria.
42. That the KMC Administration shall not be responsible to provide accommodation to any person / workers staff of the Contractor
43. Any and all fines/penalties imposed upon the 2nd party by any Authority shall be the sole responsibility of the 2nd party. Furthermore, the 2nd party undertakes to indemnify the 1st party against any and all such charges/fines/penalties, which includes but not limited to, legal Court Cases, any damages etc.
44. Any other terms and conditions, if not mentioned in this lease agreement, shall be governed by Laws of Islamic Republic of Pakistan.
45. That any change, amendment or modification of the terms & conditions under this Agreement shall not be valid unless made in writing by mutual consent of both the Parties in this regard and such changes, modifications and amendments shall be then considered integral part of this lease agreement.

PENALTIES IN CASE OF NON-COMPLIANCE WILL BE IMPOSED AS UNDER;

| S. No | Description | Penalty Charges |
|-------|-------------------------------------|--------------------------------|
| 1 | Staff without Uniform | Rs.1000 per worker per day |
| 2 | Poor Cleanliness | Rs.3000 per Area/ Washroom etc |
| 4 | Personnel Poor Hygiene of employees | Rs.1000 per worker |
| 5 | Poor Quality of Food/food items | Rs.5000 Per Day |
| 6 | Penalty from govt authorities | Payable by contractor in full |

IN WITNESS WHEREOF, the parties above named have set and subscribed their respective hands on this agreement on the day, month, and year and place here-in-above mentioned.

1st PARTY

DEAN,
Khyber Medical College,
Medical Teaching Institution
Peshawar.

2nd PARTY

M/S _____,
Name: _____
NIC No: _____
Designation: _____

1st Party Witness,

Name: _____

Designation: _____

2nd Party Witness

M/S _____,

Name: _____

NIC No: _____

Designation: _____