



CONTRACT

AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on this day of October 28, 2025 between Women University, Swabi (hereinafter called the "Procuring Entity") of the one part and Palu Enterprises (hereinafter called the "Canteen Contractor") of the other part.

WHEREAS the Women University, Swabi allot/rent out the Canteen to Palu Enterprises which is located in Women University Swabi Main Campus at Kotha, Topi Road District Swabi, through open competitive bidding vide tender No. WUS/Proc/2025-26/01. Palu Enterprises wined the tender and agreed to run the canteen at the premises of Women University, Swabi Kotha Campus on monthly Rent of Rs.150,000/- (Rupees One Hundred Fifty Thousand only) per month.

NOW this Agreement witnesseth as follows:

Initially the contract will be for a period of (01) Year, which commence from the date of execution of contract. However, there will be six (06) months probationary period (which will be started from the date of execution of contract), if allottees fail to provide quality and satisfactory service. The contract will be cancelled with immediate effect.

a. Contract can be extendable on yearly basis upto 03 years by mutual agreement. Management reserves the right to terminate the contract at any time on one-month prior notice. However, the Tenant will give 03-months' notice in writing if he/she desires to vacate the Canteens before the expiry of the contract.

b. If extension is allowed by the University, 10% increase in Monthly rent fee of previous year is applicable.

2. RENT:-

a. The Monthly Rent shall not be less than as proposed in financial model of the successful bidder i.e Rs. 150,000/- per month and shall increase by 10% annually.

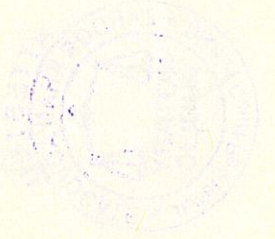
b. Rent /Charges must be deposited in advance by the Tenant. If the Tenant fails to deposit the Rent until 10th of every month a fine of Rs.500/ per day will be charged till the deposit of the Rent.

c. The tenant will deposit one month rent in advance as a performance security in favor of Women University, Swabi in shape of CDR. The performance security shall be returned to the bidder on expiration of contract period and after clearance from university administration.

d. However, after 15th of the month, the Competent Authority may like to cancel the agreement which will be at the discretion of the University Authority.



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District Controller of Accounts
2 & OCT 2025
(Treasury Wing) Peshawar.

کتابت ہوئی 29/10/14
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3. RATELIST:-

- a. Rate List will be displayed all the time prominently on the notice board of the Canteen and its constituent units Menu items would be provided as per the displayed rate list. The University would constantly monitor quality and price of the items provided.
- b. The rates of food items will be approved by the University Authority recommended by the committee concern, and the service provider will be bound to sell the food items on the approved rates. The service provider will also sign an undertaking on stamp paper of Rs. 100/- to assure his bindings towards the rates of items to be sold at Canteen. The approved rates will be displayed at the Canteen by fixing a fit board for information of customers.

4. UTILITY CHARGES / OTHER TAXES:-

- a. The Electricity/Gas/water consumption charges as per actual consumption would be payable by the Tenant.
- b. Income Taxes may be deducted at source as per rules.

5. The contractor shall be responsible for provision of following equipment/furniture at Women University, Swabi Campuses to operate its canteen:

- a. 1xDeep Freezer & 1xRefrigerator.
- b. Stoves/Cooking Range.
- c. 1xMicro-wave Oven.
- d. Glass showcase/counter/stands for display of items.
- e. rockery, utensils etc.
- f. Table, chairs, furniture etc.
- g. Any other item necessary for canteen.

6. CLEANLINESS / QUALITY OF THE FOOD & SURROUNDING AREA:-

- a. The cleanliness and hygiene of the Canteen area including its surroundings will be the sole responsibility of the Tenant. The Tenant will also ensure that the manpower engaged will maintain requisite standards of personal hygiene. All the Canteen staff including the stewards/bearers will wear distinct uniform. All the staff employed by the Tenant will be required to provide medical fitness certificate from time to time. The concern committee can impose a fine upto Rs. 10,000/- upon any complaint regarding cleanliness
- b. It will be the responsibility of the Tenant for removal and proper disposal of waste material, garbage etc. from the Canteen to outside the boundaries of the University.
- c. The Tenant shall keep adequate stock of materials/food ingredients of acceptable standard.

7. BUILDING:-

Women University, Swabi shall provide Building only and the Tenant shall setup Canteens for himself according to the mentioned dimensions. All cost incurred on the renovation of canteen shall be borne by the bidder.

8. RULES & REGULATION:-

The Tenant will be bound to comply with the rules and regulations sent by the University Authorities.

- a. The contractor shall operate the Cafeteria/ Mess during working days/public holidays or as per the schedule provided by the concerned department/ Registrar Office & as per the University policy. However, it must be opened for faculty and admin staff during vacations/semester breaks.

The Contractor shall operate the Mess at Women University Swabi at predetermined rate list along with weekly menu.



HAROON YAK KHAN
STAFF VOUCHER
Licence No. 100 (P) dated 1-11-2020
(District Office Peshawar)
PESHAWAR DISTRICT

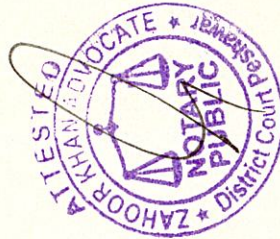
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District Commissioner of Accounts
24 OCT 2025
(Treasury Wing) Peshawar.

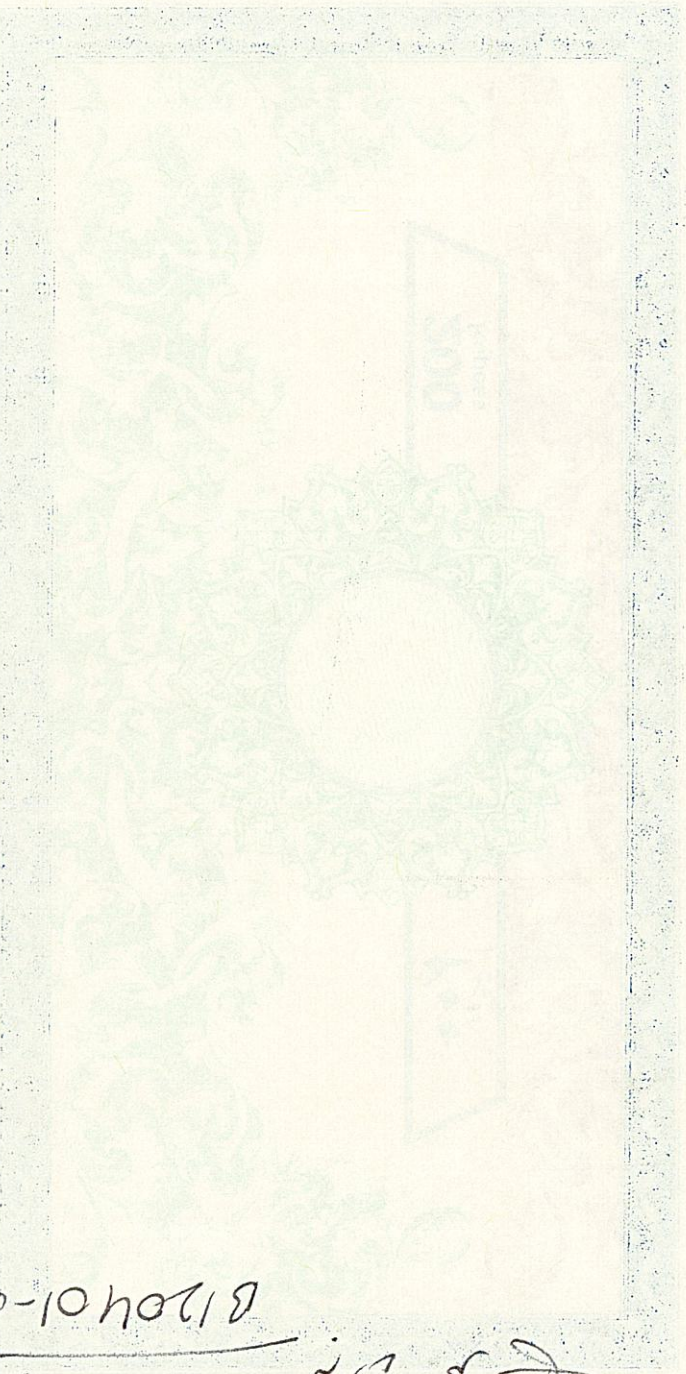
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- c. That the Contractor will pay monthly rent Rs. 150,000/- applicable on 10th of each month in advance to Women University Swabi.
- d. The Contractor will provide the list of working staff (Cook, Service boys, Cleaning Staff and Counter persons) along with their CNIC copies. The Contractor will depute the Female staff to deal with the students at Cafeteria/Mess.
- e. The contractor is liable to get the University pass made for him/her and his/her staff.
- f. Employment of child labor is strictly prohibited under the law. Therefore, the Contractor will not employ any child.
- g. The contractor shall be responsible for the **conduct and behavior** of his staff. The staff/service provider female should keep themselves neat and clean and wear proper uniform along with cap and badge name. The staff appointed should have the basic knowledge of personal hygiene, use of gloves and safe & clean methods of food handling.
- h. The University's Canteen Management Committee shall visit periodically to check and inspect the hygiene of kitchen, quality of food ingredients; oil etc. and contractor will be bound to follow the recommendations and guidelines of the committee.
- i. Whenever the management feels that the quality and quantity of the edible items are not provided according to specifications as mentioned in the Price List schedule, the management reserves the right to terminate the contract at any time on 30 days' notice to contractor.
- j. Contractor will be responsible for any damages to the university premises if any damages is caused by him. If such damage is done by students, the contractor is bound to report immediately to Registrar/Directorate of Student Affairs.
- k. That University's Management shall not be responsible in any way for the safety of the articles belonging to the Contractor. The contractor himself is responsible for the safety of his articles belonging to him.
- l. In case of failing to fulfill any of the obligations of the contract at any time during the contract period, action deemed fit including termination of contract/ black listing of the firm/ forfeiting of the security money shall be taken by the Management against the contractor.
- m. Except where otherwise provided in this contract all queries, and disputes relating to the interpretation of the deed of contract or any other questions, matters or things arising out of the terms of the contract or after the expiry or termination of the contract due to some other reason, shall be referred to the Vice Chancellor of Women University, Swabi for arbitration in the manner provided by the law relating to arbitration for the time being enforce. After such investigation as the Vice Chancellor deems fit, he shall deliver his words which shall be final, conclusive and shall be binding on the parties hereto.
- n. The Contractor has to display the approved Rate List duly signed by the University's Canteen Management Committee.
- o. Contractor will ensure that no **"Stock Out"** of any item from the displayed **Menu List**
- p. The Contractor will not enhance the rates of items and will not revise food items quantity/volume approved by the University Canteen Management Committee unless specified by the committee in writing.



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For any new items which are not included in pricelist, University's Canteen Management Committee and contractor will mutually decide the rates of such new items.

- r. Fresh oil/refined cooking oil e.g. soya supreme or equivalent shall be used for cooking. No recycling of any cooked items is allowed.
- s. That the Contractor shall pay bill for the electricity on monthly basis as per sub meter consumption of units reflected at Sub meter which is to be charged at the Tariff rate paid by WU to PESCO.

9. CANTEN EMPLOYEES: -

- a. Tenants are bound to employ (Male/Female) persons of good character and submit the record of all employees to the University Administration.
- b. The Tenant or any of his employees will not reside in the University at night.

10. RESOLUTION OF DISPUTES: -

The University and the vendor shall make every effort to resolve amicably, by direct informal negotiations, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days, from the commencement of such informal negotiations, University and the Tenant have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

Women University Swabi, The vice chancellor shall appoint a sole Arbitrator for the dispute who will not be related to the contract and whose decision shall be final and binding and cannot be challenged in any court of law.

1. PENALTY: -

- a. The Quality Control/Food Committee will inspect and oversee functioning of Canteen (in addition to food regulatory authorities) with a view to ensure hygiene and sufficient service in the Canteen.
- b. In case there are repeated failures or lacuna noticed by the Committee due to failure of Tenant, the Committee can impose a fine up to Rs. 10,000/- at one time to be recoverable from Tenant by issuing a Challan. (As per Annex "B")

2. SUBLETTING: -

The Tenant will not be allowed to sublet the Canteen to any other firm(s) / person(s) or Tenant(s). This act leads to prompt disqualification of the contract.

3. SETUP OF CANTEENS: -

The successful bidder shall completely setup canteen within 30 days of the award of the Contract and commence business failing which the earnest money will be forfeited along cancellation of agreement. Furthermore, the successful bidder will be deal as per KPPRA's and PPRA's rules.

4. OTHERS / MISCELLANEOUS: -

- a. The successful bidder shall provide items as per list mentioned in tender documents. Further the successful bidder shall provide only take-away services and will never set up any sitting areas around the Canteen. If the successful bidder get permission from the administration of the university for such work, then all expenditure shall be borne by the successful bidder. Women University, Swabi shall not be liable for payment to the canteen contractor for any expenditure incurred on the canteen renovation and establishment.



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District Comptroller of Accounts
2 & OCT 2028
(Treasury Wing) Keshawar.

MAHARAJA KESHWAR
OFFICE OF THE
TREASURY WING
(District Comptroller of Accounts)
Keshawar

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- b. The contractor will report immediately to Directorate of Student Affairs and Welfare about any political gathering/activities i.e. Poster, Pana flex, etc. in the cafeteria /Mess premises. Doing so could lead to termination of contract.
- c. The University shall neither be responsible nor is to be approached for any help in realizing dues for any credit sales made to faculty, officers, staff, and students in their personal capacity, which will be wholly to the risk of the Tenant.
- d. The Contractor will abide by all the above clauses of the agreement & the instructions which will be issued from time to time by the University Management, in case of the failure / violation, the minor / major penalty may be imposed recommended by the University's Canteen Management Committee and by the approval of Competent Authority accordingly.
- e. All expenditure incurred by the owner of Palu enterprises on the renovation of canteen of Women University, Swabi shall be borne by bidder i-e Palu enterprises. Women University, Swabi will not be liable for the payment of such expenditure incurred by the owner/representative of the Palu Enterprises. In other words Palu enterprises shall not claim any type of expenditure from Women University, Swabi if incurred on the establishment and renovation of canteen in Women University, Swabi.

First Party

Attn: Registrar
Tayyab ur Rehman
 Women University, Swabi

Signature *QBS*

Official Stamp **Additional Registrar**
Women University Swabi

Date: 28/10/2025

Witness 1:

Name: M. A. Sim

CNIC: 17301-7696954-3

Signature: *ASim*

Date: _____

Second Party

Name of Bidder /Contractor: ZAHoor AHMAD

CNIC No. 17301-7374279-3

Phone No. 0313-9601444

Signature *Zahoor Ahmad*
 Signature with Official Stamp **PALU ENTERPRISES**

Date: _____

Witness 2:

Name: ABDUL GHANI

CNIC: 16201-9394351-1

Signature: *ABDUL GHANI*

Date: 28-11-2025



MANSON KOTI DISTRICT
STAMP NUMBER
(District Court Peshawar)
PESHAWAR, PUNJAB
Licence No. 12345678901011-2020

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District Comptroller of Accounts
24 OCT 2025
(Treasury Wing) Peshawar.

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