CANTONMENT BOARD PESHAWAR (AUCTION OF PROVISION / ESTABLISHMENT AND MANAGEMENT / OPERATIONAL RIGHTS OF CONTAINER (FOOD OUTLET) SPACE AT CANTT BOARD PARKS PESHAWAR CANTT)

Cantonment Board Peshawar invites open auction bids (of monthly rent) from renowned food brands for provision/establishment and management/operational rights of their 'Container Food Outlets' at Khalid Bin Waleed Park and Jinnah Park on the area earmarked by the Board, through open public auction on \$\frac{1}{2} \left(\big| \frac{1}{2025} \) at 1200 hrs. in office of the Cantonment Board Peshawar. If due to unavoidable circumstances, the auction is not held on due date, the same will be held on \$\frac{1}{2} \left(\big) \frac{1}{2025}. The terms & conditions of the auction as stated here under:-

Terms and Conditions

- i. Initial term of the contract shall be for three years, and upon expiry it can be renewed as previous sanction of the Board on such conditions approved by the Board. Upon expiry/non-renewal of the contract, the contractor will be responsible to handover the peaceful possession of the contract to Cantt Board Peshawar.
- ii. Contract for running the Container Outlet shall be awarded to the party, offering highest bid for monthly rent, through open public auction.
- iii. Bidders will require to submit bid security worth Rs. 100,000/- in shape of pay order / CDR in the name of the Cantonment Executive Officer, Peshawar Cantt.
- iv. The contractor will have to deposit 1/4th of the total bid amount on the fall of hammer which will be adjusted in the last four months instalments in the last year of the contract.
- v. The contractor shall be responsible to complete / erect / install / establish the container within a period of 45 days after awarding the contract, which are to be provided by them exclusively. The said period will be considered as "Grace period" and rent shall not be charged during this period.
- vi. The contractor shall not install any permanent/concrete structure in the Park. Moreover, upon completion/termination of the contract, the container/structure so erected by the contractor, shall not be demolished/dismantled/taken back but the same shall become property of the Board.
- vii. All utility bills, electric meters and arrangement shall be provided by the contractor at his own cost. The Board shall not be responsible for any unpaid charges of electricity and other utility bills.
- viii. The contractor will deposit post dated cheques of complete contract period alongwith 10% security of total bid money within 07 days of approval of auction/bid. In case of failure / non-compliance the contract will stand cancelled.
- ix. The contractor will deposit income tax as per Govt. approved rates within 07 days of approval of auction for the current year. However, Income Tax for the next year will be deposited at the start of each respective year of the contract as per prevailing rates.
- x. The demand of Annual Bid money will be increased as 10% each year for the remaining period/years.
- xi. That the contractor will approve the rate list of menu from Cantt Board Peshawar. In case of overcharging, a fine of Rs. 5000/- on each violation default will be imposed. In case of frequent violation/offences, the contract shall be terminated and already deposited sums shall be forfeited towards Cantt Fund Account.
- xii. That the contractor will not use the site for the purpose other than originally specified. In case of violation / misuse, the contract will be terminated and already deposited

- sums will be forfeited towards Cantt Fund Account and the contract will be put to reauction at the risk & cost of the contractor.
- xiii. That Contractor will be responsible for the cleanliness and maintenance of Container and shall ensure provision of quality and hygienic food.
- xiv. That the Contractor shall obtain Trade License and follow Food SOP of CBP.
- xv. The staff of Contractor should be security cleared, well-mannered and disciplined.
- xvi. That the Cantonment Board will not be responsible for any kind of theft, incident, damage or any mishap. The contractor shall be responsible to make good the losses to the owner in case of theft/damages/life threat, (if any) at his own risk and cost.
- xvii. If any further facility has to be added subsequently, that shall be approved by the Board on the terms and conditions as deemed fit.
- xviii. The contractor will be responsible to provide security clearance by the local police / Army authorities.
 - xix. That the contractor shall not assign, underlet, transfer or part with possession of the said site or any part thereof or any of his right or interest without the written sanction of the Cantonment Board.
 - xx. That the contractor will have to abide by all Cantt Board Rules/Bye Laws/instructions.
- xxi. No foreigner including un-registered Afghanis shall be allowed to work as a servant in the said contract.
- xxii. In case of any dispute, Director Military Lands & Cantonments, Peshawar Region will be the arbitrator under the provisions of Arbitration Act, 1940, whose decision shall be final and shall not be assailed before any court of law by either party.
- xxiii. Further details / terms and conditions can be obtained from the office of the Cantonment Board Peshawar Cantt on any working day during normal office hours and the same are also available on website of the Cantonment Board Peshawar.

CANTONMENT EXECUTIVE OFFICER, PESHAWAR CANTT

Cantt; Executive Officer Peshawar