

# Sukkur IBA University

## Auction Proc/02/23-24



### AUCTION DOCUMENTS

#### KIOSKS

1. Tea Stall (Tea & Coffee)
2. Fresh Fruits Juices & Ice Cream Stall

#### Important Notes:

- (I) Please sign and stamp each & every page of the tenderdocument.

Last Date for Tender Submission  
Date of Tender Opening  
Venue

December 28, 2023, 3:00 pm  
December 28, 2023, 3:30 pm  
Sukkur IBA University  
Nisar Ahmed Siddiqui Road Sukkur

## **TERMS & CONDITIONS OF THE CONTRACT**

1. The agreement shall be valid initially for a period of three years and after that, it may be extended for a further period of three years by Sukkur IBA University on satisfactory performance.
2. The price, according to market price rates, should be displayed and will be valid for one year but can be reviewed and revised during the period of this agreement only once after six months with mutual discussions. The contractor will supply only such items approved explicitly by the management. The successful bidder will be bound to sell at the rates mentioned in the approved price list issued by the Registrar's Office, Sukkur IBA University.
3. In case of any food poisoning / Contamination, the contractor will be held fully responsible, and he/she will bear all claims & expenses caused due to food poisoning/Contamination.
4. The Contractor will employ an adequate number of staff with CNIC to maintain efficiency to the standard specified by the Registrar's Office, Sukkur IBA University.
5. All persons engaged by the contractor shall be the Contractor's own employees and they will claim no privileges from Sukkur IBA University. The Contractor will directly be responsible for the administration of his/her employees as regards general discipline and courteous behavior.
6. The Contractor will get all his workers medically examined by an approved Registered Medical Practitioner recognized by the Sukkur IBA University to be free from communicable diseases in addition to general fitness and will also ensure that workers on duty are in proper uniform wearing nameplates. The Contractor will also ensure that neat and clean uniforms are provided to his staff.
7. The Contractor will be responsible for the cleanliness of all items, furniture, fixtures and fittings, etc. in the kiosk. The organization will not provide any cleaning materials/dusters, etc., for the same.
8. Very high standards of hygiene and cleanliness shall be observed in the running of the kiosk and connected services by the Contractor and workers engaged by the Contractor, including those responsible for collection of used utensils and periodic disposal of waste and refuse.
9. The kiosk shall be opened on seven days a week. The working hours presently are from 08:00 am to 6: 00 pm. The kiosk will also function 7 days a week.
10. Sukkur IBA University shall neither be responsible nor is to be approached for any help in realizing dues for any credit sales made to officers and staff in their personal capacity, which will be wholly to the risk of the Contractor.
11. The Kiosk shall be for the use of the students & employees of the Sukkur IBA University and any other persons allowed by the Sukkur IBA University. The Contractor shall be responsible for the quality of the eatables and others items supplied.

12. The Contractor will not take any articles or stores out of the Sukkur IBA premises without a Gate-Pass to be issued by Registrar Office, Sukkur IBA University.
13. The Contractor shall at his own cost, effect, as required as per the Act, necessary insurance, medical tests, vaccinations, and all other legal requirements as mentioned in different laws/acts of the Government of Pakistan and Government of Sindh in respect of the staff and other personnel or persons to be employed or engaged by the Contractor in connection with the rendering of the aforesaid services to Sukkur IBA University.
14. The Contractor will have to furnish the statement showing the names and wages of all the employees engaged for Sukkur IBA University Kiosk(s). Any addition/deletion must be communicated to Registrar Office, Sukkur IBA University.
15. Any of the Contractor's employees proceeding on leave shall immediately be replaced by the Contractor so as to maintain a satisfactory level of service at all times.
16. Sukkur IBA University Security staff shall have the right to search the Contractor's employees at any time while going out of the office premises and there shall be no grievance expressed/ felt on this account either by the Contractor or his employees. The Contractor will issue ID Cards to the Contractor's workers in the format approved by Registrar's Office, Sukkur IBA University.
17. The nominated representatives of Registrar Office Sukkur IBA reserve the right to take samples of the edibles/groceries and other materials for the purpose of inspection and testing with a view to maintaining quality. Such samples will, however, be drawn by authorized person/persons in this manner.
18. Sukkur IBA University has nominated a Food Management Committee to inspect and oversee the functioning of the Kiosks with a view to ensuring hygiene and sufficient service in the Kiosks. In case of non-compliance with the Contractual stipulations or non-compliance with Food hygiene standards, notices will be issued by the Committee. The Chairman of the Kiosks Committee can impose a fine of Rs. 25,000/- or higher value at one time to be recoverable from bills due to the Contractor due to repeated non-compliance.
19. The Contractor will ensure that hazardous, inflammable, or intoxicating material is not stored in the kiosk premises.
20. The Contractor will deposit with Sukkur IBA a sum of Rs. 50,000 (Rupees Fifty thousand only) as a security deposit or submit a bank guarantee valid for 15 months, for this amount towards security against the space provided by Sukkur IBA University, any loss, wear- tear, breach of contract, and acts of outside criminal interference, or material causes and riots etc. It will be recovered by Sukkur IBA University from the security deposit amount in part, depending on the extent and nature of loss. Otherwise, the security deposit will be refunded to the Contractor on completion of Contract. The security deposit will bear no interest.

21.
  - (a) The Contractor shall not sublet or assign the license or use the space provided for running the Kiosk for purposes other than running a Kiosk and shall not allow anybody or reside in the licensed premises and shall not use the same or part of it for stocking or keeping articles other than those allowed for Kiosk nor shall be made or permit to be made any structural additions and alterations to the same without written sanction of the Management.
  - (b) The Contractor shall be responsible for all damages or losses to Sukkur IBA property by the Contractor himself or his staff and shall be liable to make good any such loss or damage excepting those due to reasonable use or wear and tear or such as caused by an act of God.
  - (c) Sukkur IBA University will not be in any way responsible for any loss or damages accruing to any goods, stores or articles that may be kept by the Contractor in the kiosks premises.
22. For termination of this agreement, three months' **notice will be required from either side** in black & white. The Contractor shall vacate the licensed premises peacefully after the expiry of the licensed period and/ or earlier if desired by Sukkur IBA and shall hand over the same to the authorized officer along with all furniture, fittings and other articles as may have been provided, from time to time. The decision of Registrar, Sukkur IBA, shall be final and binding upon the Contractor. The Contractor shall be free to remove without any damage to the Sukkur IBA property like furniture, fittings, and other articles that the Contractor might have brought after getting a No-Dues Certificate from Registrar Office, Sukkur IBA University and against gate-pass issued by Registrar Office of Sukkur IBA University.
23. The Contractor shall keep the approved rate list of items and a complaint book in a conspicuous place in the Kiosk to record complaints, and this book shall be open to inspection by persons duly authorized by Sukkur IBA University. The contractor shall inform Sukkur IBA University of the action taken by him with respect to complaints recorded in the book and shall carry out such directions as may be given to him from time to time.
24. In case of any dispute, the matter shall be referred to the Registrar, Sukkur IBA, and his decision will be final and binding on the Contractor.
25. The Contractor has ~~bare~~ permission only to run a Kiosk in the Sukkur IBA premises during the contract period, and nothing contained in this document shall be construed as demise in law of the said Sukkur IBA premises or any part thereof and shall not give any legal title or interest to the Contractor.
26. Working experience in operating kiosk/s must at least be of 2 years or more.
32. The security deposit of Rs.50 000 (Refundable) should be submitted along with the tender in the form of a Bank Draft/pay order/bank guarantee in the name of the Sukkur IBA. The electricity charges will be paid as per actual, separate sub-meters installed at the Kiosk by the Contractor within due dates. The contractor of the Tea Stall will arrange gas.

33. Rent will be paid in advance for each quarter from the start of the lease/contract with 10% increase per annum. In case the rental cheque is not cleared, an additional amount of 10% will be charged as a penalty per month for every bill.
34. Monthly utility bills will be raised by the Finance Department. It is the responsibility of the Contractor to obtain & clear the invoices raised by the Finance Department. Non-payment of utilities on time will incur an additional 10% penalty per month per invoice.
35. Non-payment of utilities & rent both, of more than 3 months, will result in breach & unilateral cancellation of Contract by IBA-Sukkur, & Contractor will not be allowed to operate the kiosks.
36. The successful bidder will be bound to sell the items at Kiosks, preferably at a discounted rate or maximum at the market rate. Any item sold at the above market rate will be penalized and the contract will be cancelled if repeated incidents are reported. The items will be served in safe and good-looking containers.
37. The bidders are advised to visit the site/Kiosks on any working day from 9 to 5 pm for better understanding before submission of the proposal.
38. The tender document should be submitted with tender documents fees of Rs 5,000 (non-refundable) in the shape of a pay order in favor of Sukkur IBA University if tender documents have been downloaded from the website and fees have not been submitted.
39. Sukkur IBA University will sign an agreement on a legal E-Stamp paper, and the successful bidder will pay the stamp duty.

**40. Force Majeure**

Neither Party hereto shall be deemed to be in breach of this Contract Agreement for any failure or delay in the performance of this Contract Agreement if it is due to any event beyond its reasonable control including (but not limited to) acts of God, war, fire, flood, and national emergencies (**'Force Majeure Event'**) and the party so delayed shall be entitled to a reasonable extension of time for performing such obligations. However, if either Party is unable to perform its obligations under this Contract Agreement after the extension period has been granted, this Contract Agreement shall stand terminated and the non-performing party shall not be held liable for non-performance or delay caused by any Force Majeure Event.

**41. Arbitration**

Any and every dispute, difference or question which may arise between the Parties to this contract Agreement shall be first settled by the Parties by way of mutual negotiations. If the Parties cannot settle the dispute amicably, the dispute shall be referred to Arbitration in accordance with the Arbitration Act, 1940, and any applicable rules made there under for the time being in force, for the equitable decision of the two joint arbitrators one to be appointed by each of the Parties, and failing agreement between the arbitrators, to the decision of the Umpire, to be appointed by arbitrators before entering upon the reference. The award made by such arbitrators or the Umpire, as the case may be, shall be final and binding on the Parties. The venue of the arbitration shall be Sukkur and the arbitration proceedings shall be conducted in English language.

**42. Governing Law and Jurisdiction**

This Contract Agreement shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan and the competent courts at Sukkur shall have exclusive jurisdiction to decide matters that may arise out of or in connection with this Contract Agreement.

**(Signature of Contractor)**

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

**Address:** \_\_\_\_\_

**Contact No.** \_\_\_\_\_

## **ELIGIBILITY & EVALUATION CRITERIA**

### **Eligibility Criteria**

1. The bidder must have at least two years of experience in the relevant field

### **Selection Criteria**

1. Rent per month – Highest Rent
2. Items Rate – Lowest Rate

**Reserve Price - Per Month Rent Pak Rupees 10,000 (Ten thousand rupees) per Kiosk**

### **For any Query / Confusion:**

Please Contact at: hari@iba-suk.edu.pk  
Tel: 071 5644142  
Hari Lal Nathani  
Additional Director Procurement  
Sukkur IBA University

**Annexure- I**

**PRICE LIST OF TEA STALL/KIOSK**

<b>S. N</b>	<b>Name of Item</b>	<b>Unit</b>	<b>Rate quoted by bidder in Pak Rupees</b>
1	Standard Tea with tea container (non-returnable)	Each	
2	Special Milk Tea with tea container (non-returnable)		
3	Espresso Coffee with container		
4			
5			
6			
7			
8			
9			
10			



**Annexure- I**

**PRICE LIST OF FRESH FRUIT JUICES STALL/KIOSK**

<b>S. N</b>	<b>Name of Item</b>	<b>Unit</b>	<b>Rate quoted by bidder in Pak Rupees</b>
1	Mango Shake with standard disposable glass and straw	Each	
2	Apple Shake with standard disposable glass and straw		
3	Orange Juice with standard disposable glass and straw		
4	Banana Shake with standard disposable glass and straw		
5	Pista Ice Cream (Single Sco) with standard disposable glass and spoon		
6	Pista Ice Cream (Two Scoop) with standard disposable glass and spoon		
7	Strawberry Ice Cream (Single Scoop) with standard disposable glass and spoon		
8	Strawberry Ice Cream (Two Scoop) with standard disposable glass and spoon		
9	Mango Ice Cream (Single Scoop) with standard disposable glass and spoon		
10	Mango Ice Cream (Two Scoop) with standard disposable glass and spoon		

**Note:** Please use additional sheet if quoting more items

**Annexure- II**

Please bid rent here.

Rent Offered Per Month for Tea Stall Rs \_\_\_\_\_

Rent Offered Per Month for Juice Stall Rs \_\_\_\_\_

Name of bidder

Signature of bidder



**Sukkur IBA University**

[www.iba-suk.edu.pk](http://www.iba-suk.edu.pk)

## **AUCTION NOTICE**

**AUC/02/23-24**

### **Running Kiosks on a Rental Basis**

Sukkur IBA University invites proposals from well-reputed firms/individuals registered with the Income Tax & Sales Tax Department who have relevant experience in running the following food points facilities at Sukkur IBA University (Main Campus) on a rental and contract basis.

<b>S.No.</b>	<b>Description</b>	<b>DOCUMENTS FEES (Non-Refundable)</b>
01	Kiosk - Tea Stall	5,000
02	Kiosk - Juice Stall	5,000

The documents containing detailed terms and conditions and scope of work can be collected from the office of Additional Director Procurement against written request and submission of documents fee in the shape of Bank's pay order/demand draft in favor of "Sukkur IBA University" from **December 12, 2023, to December 28, 2023 upto 11:00 am** during working hours on working days.

Bid Security, as mentioned in the bidding documents, must be attached to the financial proposal. Any bid without bid security will not be considered.

The last date for submitting the proposals is **December 28, 2023**, up to 3:00 pm. in the office of additional director procurement. The proposals will be opened on the same day at 3:30 pm.

The documents can also be downloaded from the SIBAU website, [www.iba-suk.edu.pk](http://www.iba-suk.edu.pk), and submitted with documents fee and bid security.

Sukkur IBA University reserves the right to accept or reject any or all proposals.

**Please send your queries to: [hari@iba-suk.edu.pk](mailto:hari@iba-suk.edu.pk)**

**AUCTION COMMITTEE**

**SUKKUR IBA UNIVERSITY**

Nisar Ahmed Siddiqui Road, Sukkur Tel: 071-5644142

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