

AUCTION BIDDING DOCUMENT

**AUCTION FOR SPACES FOR TUCK SHOP/RESTAURANT
ON RENT**

**LAHORE MEAT PROCESSING COMPLEX (LMPC)
18-K.M SHAHPUR KANJARAN MULTAN ROAD, LAHORE.**



AUCTION NOTICE
**AUCTION OF SPACE FOR TUCK SHOP AND RESTAURANT
ON RENT**
LAHORE MEAT PROCESSING COMPLEX (LMPC)
18-K.M SHAHPUR KANJARAN MULTAN RAOD, LAHORE.

Punjab Agriculture & Meat Company (PAMCO) intends to rent out Space for Tuck Shop and Restaurant for a period of one (01) year extendable to three (03) years through auction, for which it invites sealed bids from individuals, sole proprietors, firms, AOP, companies joint ventures etc. having valid NTN number can participate in this auction.

Sr. No	Description	Reserve price (per annum)	Bid Security	Tender opening date & time
1	<u>Tuck Shop/Restaurant:</u> 20*08 = 160 Sft Covered Area 29*10 = 290 Sft Shaded Area Total Area = 450 Sft	Rs.450,000/-	Rs.22,500/-	14-06-2021 03:30 P.M.
2	<u>Tuck Shop/Restaurant:</u> 20*15.5=310 Sft Covered Area 44*25=1100 Sft Open Area Total Area = 1410 Sft Sft	Rs.1,200,000/-	Rs.60,000/-	14-06-2021 03:30 P.M

- Interested parties can obtain tender form / bidding documents for **Rs.1, 000/-** for each bid (lot/location) (non-refundable) in name of **"PUNJAB AGRICULTURE & MEAT COMPANY"** immediately after publication of this advertisement during office hours.
- All prospective bidders are required to submit separate sealed bids (duly signed stamps) for each lot (location) given above accompanied by above mentioned bid security in name of **"PUNJAB AGRICULTURE & MEAT COMPANY"** in each sealed bids.
- Tender / bidding documents can be submitted on or before **14-06-2021 till 03:00 P.M.** in the office of Manager Admin, PAMCO, which will be opened on same day at **03:30 P.M.**
- Bidder will submit above mentioned bid security in shape of CDR drawn in name of **"PUNJAB AGRICULTURE & MEAT COMPANY"**.
- Any further information can be consulted from bidding documents which include Terms & Conditions and other relevant information.
- Authority can reject all proposals or may cancel all bidding process at any stage before acceptance of any particular proposal.
- Any information or detail in this regard can be sought during office hours from the Office of the undersigned.



Manager Administration
Punjab Agriculture & Meat Company
18 km, Shahpur Kanjran, Multan Road Lahore
Ph. 042-35971430-33, URL: www.pamco.bz



1. BIDDING DETAILS (INSTRUCTIONS TO BIDDERS):

All bids must be accompanied by Bid Security (Earnest Money), as per provisions of this tender document clause "Bid Security" in favor of "**PUNJAB AGRICULTURE & MEAT COMPANY**". The complete bids as per required under this tender document, must be delivered into the Tender Box, placed at reception of Punjab Agriculture & Meat Company 18-Km Shahpur Kanjran Multan, Lahore, not later than **03:00 pm** on last date of submission of bids **i.e. 14th June, 2021** late bids shall not be considered. Bids shall be publicly opened in the Conference room of Punjab Agriculture & Meat Company, 18-k.m Shahpur Kanjran, Lahore, at **03:30 am on 14th June, 2021**. In case the last date of bid submission falls in /within the official holidays/ weekends of the Auctioneer, the last date for submission of the bids shall be the next working day.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the premise(s) must be received in writing to the Auctioneer till **10th June, 2021**.

Any query received after said date may not be entertained. All queries shall be responded to within due time. PAMCO may host a Q&A session, if required, at PAMCO premises (18-K.m Multan Road, Shahpur Kanjran, Lahore). All Bidders shall be informed of the date and time in advance.

The bidder shall submit bid which comply with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document Clause regarding "Determination of Responsiveness of Bid" and "Rejection/Acceptance of the Tender" for making their bids substantially responsive to the requirements of the Bidding Document.

It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract/Letter of Acceptance awarded under this Bid Process will be entertained by the Auctioneer. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

Primary Contact

Muhammad Imran Khan
 Manager Administration
 Email: Imran@pamco.bz
 18-K.m Shahpur kanjran, Multan Road, Lahore

Secondary Contact

Asad Ayoub
 Admin Coordinator
 Email: Asadayoub26@gmail.com
 18-K.m Shahpur kanjran, Multan Road, Lahore

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact, all queries should be communicated via the Primary Contact and in writing (e-mail) only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The Auctioneer will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

2. **SCOPE OF AUCTION:**

Punjab Agriculture & Meat Company (PAMCO) intends to rent out space for Tuck Shop and Restaurant for a period of one (01) year extendable to three (03) years through competitive auction process, for which it invites sealed bids from individuals, sole proprietors, firms, AOP, companies etc. having valid NTN number can participate in this auction.

Sr. No	Description (Location Title)	Reserve price (per annum)	Bid Security	Tender opening date & time
1	<u>Space for Tuck Shop/Restaurant:</u> 20*08 = 160 Sft Covered Area 29*10 = 290 Sft Shaded Area Total Area = 450 Sft	Rs.450,000/-	Rs.22,500/-	14-06-2021 03:30 P.M.
2	<u>Space for Tuck Shop/Restaurant:</u> 20*15.5=310 Sft Covered Area 44*25=1100 Sft Open Area Total Area = 1410 Sft Sft	Rs.1,200,000/-	Rs.60,000/-	14-06-2021 03:30 P.M

Note: All prospective bidders can participate either in single or both locations, highest competitive bidder against each location will be announced separately.

All prospective bidders are required to purchase bidding document separately for each location and submit separate sealed bids (duly signed stamps) for each lot (location) given above accompanied by mentioned bid security in name of "PUNJAB AGRICULTURE & MEAT COMPANY" in each sealed bid.

3. TERMS AND CONDITIONS:

- 3.1. Only NTN holders individuals, sole proprietors, firms, AOP etc shall be eligible for participation in the auction.
- 3.2. An affidavit on legal stamp paper (original) shall be provided by the bidder that he / she is not black listed from any Government Department.
- 3.3. Highest bidder shall be considered as a successful bidder.
- 3.4. The Auctioneer shall reserve the right to accept or reject the highest bid if the highest bid is lower than the reserve price mentioned in the bidding document.
- 3.5. The whole process of auction will be governed under applicable laws.
- 3.6. The Auctioneer will handover premises/building/infrastructure to the successful bidder without any further renovation/amendment and in the same condition as it was at the time of bidding process.
- 3.7. After completion of contract period or sooner determination of the contract in the event of breach of any of the conditions as mentioned in this document, the premises and the building/structure etc. shall be returned to Auctioneer in same condition as it was initially handed over to successful bidder. In case of any damages to the premises and building/structure etc. or any part thereof (including the fixtures and the fitting therein) is damaged or disfigured the same shall be replaced or repaired by the successful bidder, within such reasonable time and to such extend may be required to the satisfaction of the auctioneer. If the successful bidder fails to carry out the repairs and replacement to the satisfaction of the auctioneer, the auctioneer shall be entitled to carry out such repairs and replacement at the cost of successful bidder, which shall be deducted from the performance security of the successful bidder.
- 3.8. Contract period will be for one (01) year can be extendable up to three years subject to satisfactory performance of the successful bidder. Extension in the contract period shall be soul prerogative of the Auctioneer. In case of extension annual rental will be increased at the rate of 10% per annum.
- 3.9. Successful bidder will be bound to deposit advance rent of the period of twelve (12) months within seven (07) working days after the issuance of acceptance letter. Failing to respond, bid security will be confiscated.
- 3.10. All Government taxes whether Federal or Provincial, duty, levy, if promulgated, will the responsibility of the successful bidder.
- 3.11. Auctioneer can reject all proposals or may cancel the bidding process at any stage before acceptance of any proposal or may cancel all bidding process at any stage.
- 3.12. Performance security will be refundable only on successful completion of contract, on clearance of all dues including electricity charges and other utilities.
- 3.13. Before acceptance of any proposal, bid security of first three bidders will be withheld and will be returned after successful completion of bidding process.

- 3.14. Auctioneer will have the Authority to supervise all the operations of successful bidder in connection with the contract and may impose suitable penalty on any violation which may include fine or closure of business in case of any act of successful bidder against the standing instructions of the Auctioneer. In case of overcharging, misbehavior with customers or lack of cleanliness at site, etc. a fine upto Rs.2,000/- per day shall be imposed on him/her till such time, instructions of auctioneer are to be fully complied.
- 3.15. The successful bidder shall neither sub-let, nor carryout any additional business. In case of violation Auctioneer shall have the Authority to seal the premises forthwith.
- 3.16. In case the Successful bidder desires to abandon his/her business or running the establishment before expiry of the period of contract, he/she shall have to surrender the security deposit (performance security) against this agreement. He/she shall not be entitled for refund of advance payment made to the Authority on any account relating to the contract.
- 3.17. The successful bidder shall have to comply with directions of the Auctioneer in connection with periodic upkeep of by the Successful bidder. He/she shall not cause nuisance to the neighbors or the visiting public.
- 3.18. The successful bidder shall not use any place other than the designated premises/building/infrastructure that as may be allowed by the auctioneer.
- 3.19. The successful bidder shall not use the allocated premises/building, infrastructure for the storage of unlawful goods, ammunition, gun powder or any explosive or combustible substance.
- 3.20. The successful bidder shall not use the allocated premises/building, infrastructure for the for any unlawful purpose.
- 3.21. The successful bidder shall be responsible for the security and safety of allocated premises and its equipment, stores and such other items.
- 3.22. The successful bidder shall not destroy greenery / plants around surrounding and in case of any harmful act by the successful bidder or his/her Staff, the successful bidder shall be responsible to replace the same at their cost.
- 3.23. Size and design of the board of the establishment shall be approved from Auctioneer.
- 3.24. Annual maintenance in respect of repair, painting, etc. will be carried out by the successful bidder at its own expense.
- 3.25. In case the successful desires to utilize facilities such as electricity, telephone, water supply, etc, he will have to make his own arrangement for the same by referring directly to the concerned agency for which NOC would be issued by the auctioneer or the Auctioneer may provide sub-meter as per situation. The successful bidder shall have to clear the bills well in time and also maintain record of such payments that can also be checked by auctioneer. The successful bidder will not be provided any remedy on behalf of these facilities in any court of law.
- 3.26. If the Successful bidder fails to deposit rent within the stipulated date, i.e. 07 days prior

to the beginning of the next term contract shall be deemed as cancelled. However the Auctioneer under special circumstances if finds any justification for delay, can condone the same upto 15 days. No condonation shall be made beyond such period and agreement shall remain cancelled. The possession shall be taken over by the Auctioneer after issuance 7 days' notice to the successful bidder so that anything lying inside could be handed over to the successful bidder. In case of failure of successful bidder to join possession proceedings and to receive his stock / article if any lying inside, will be deemed as confiscated and will be disposed of by the Authority as per his own choice without intervention of the court after a period of one month.

- 3.27. If the successful bidder does not pay rent as per schedule, he shall be deemed as willful defaulter of the Auctioneer and the contract shall stand cancelled; the security deposit (performance security) by the Successful bidder shall stand forfeited in favor of the Auctioneer.
- 3.28. The tenure of this agreement shall be one (01) year extendable upto three (03) years subject to satisfactory performance. Extension in contract period shall be sole prerogative of the auctioneer. The Successful bidder hereby undertakes that he shall immediately leave possession of the site on the expiry/termination of contract period, simultaneously handing it over to the Authority or on the expiry of the extended period, if any. If the Successful bidder continues to occupy the project site after expiry of the contract period, he shall be bound to pay rent @ three times the rent of the previous year beside any other remedy available to the Authority.
- 3.29. The Auctioneer reserves the right to shift the allocated area to any other suitable place or dismantle the same to provide space for development as and when required due to unavoidable circumstances in public interest through a written notice with due time.
- 3.30. This contract can be terminated at any stage by the Auctioneer, in case of violation of any of the clauses of this agreement. The Auctioneer can terminate this contract after giving 07 days' notice to the successful bidder to fix the violation/issue, and in case the successful bidder is unable rectify the violation within 03 days, the Auctioneer may terminate this agreement. In which case the security and advance rentals paid by the successful bidder to the Auctioneer under the agreement shall stand forfeited and Auctioneer shall take over possession of the allocated premises/building /infrastructure.
- 3.31. The successful bidder shall solely be responsible for any loss or damage to building/his business at the site of the establishment and the Auctioneer is indemnified to the fullest extent. The Successful bidder shall be responsible for ensuring safety of the visiting public and his own employees and auctioneer shall in no way be responsible for any damage to the life and property of the visiting public or his employees caused by the use for visit to the establishment and the successful bidder hereby indemnifies auctioneer and all its employees against any damage to life and property of the visiting public and his employees.
- 3.32. The successful bidder shall furnish all information regarding its employees / staff deployed at the premises along with attested photocopies of their National Identity

Card.

- 3.33. In case of any dispute between the parties including the termination of agreement it shall be referred for arbitration to Chairman, PAMCO (Auctioneer) who will be sole arbitrator his decision shall be binding upon the parties which will not be challenged before any authority whatever that may be.
- 3.34. Any other matter connected with this contract that has not been specified in the aforementioned clauses, shall be dealt with and decided by the Auctioneer after affording opportunity of hearing to the successful bidder. The successful bidder shall abide by such decision and shall not go in litigation against such decision before arbitration.

4. HEADINGS AND TITLES:

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

5. NOTICE:

In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor/bidder, the successful and the auctioneer, the same shall be:

- 5.1. in writing;
- 5.2. issued within reasonable time;
- 5.3. served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and
- 5.4. The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

6. ELIGIBILITY/QUALIFICATION CRITERIA:

Eligible Bidder/Tenderer/Bidder is a Bidder/Tenderer/Bidder who:

- 6.1. Must be registered with Tax Authorities as per prevailing latest tax rules (Only those firms / companies/individuals/AOP which are validly registered with Income Tax Department);
- 6.2. Have a valid Registration National Tax Number (NTN) and other statute requirement by government.
- 6.3. Have not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan (Submission of undertaking on legal stamp paper is mandatory).
- 6.4. Conforms to the clause of "Responsiveness of Bid" given herein this tender document.

7. TENDER COST:

The bidder/Tenderer/Bidder shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Auctioneer shall in no case be responsible / liable for those costs / expenses.

8. JOINT VENTURE/CONSORTIUM:

Joint Ventures/Consortiums are not eligible for the tender.

9. CLARIFICATION OF THE TENDER DOCUMENT:

The Tenderer/Bidder may require further information or clarification of the Tender Document, within 05 (five) calendar days of issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders.

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact given herein this document, all queries should be communicated via the Primary Contact and in writing (e-mail) only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

10. AMENDMENT OF THE TENDER DOCUMENT:

- 10.1. The Auctioneer may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- 10.2. The Auctioneer shall notify the amendment(s) in writing to the prospective Tenderer/Bidders as per Punjab Procurement Rules, 2014 amended.
- 10.3. The Auctioneer may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rules.

11. PREPARATION / SUBMISSION OF TENDER:

- 11.1. The Tenderer/Bidder will submit their respective bids in a manner explained in this tender document.
- 11.2. The Tender and all documents relating to the Tender, exchanged between the Tenderer/Bidder and the Auctioneer, shall be in English.
- 11.3. The Bid shall consist of proposal in original dully stamp every page of document along with tender document provided by Auctioneer.
- 11.4. Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted) and Affidavits, if any.
- 11.5. Covering letter duly signed and stamped by authorized representative, if any.
- 11.6. Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in

Pakistan.

- 11.7. Valid Registration Certificate for Income Tax.
- 11.8. Power of Attorney, if an authorized representative is appointed (Annexure-E)
- 11.9. Price Schedule.
- 11.10. Bid Security (Earnest Money), as per provisions of the clause Bid Security of this document.

12.TENDER PRICE:

- 12.1. best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation;
- 12.2. in Pak Rupees;
- 12.3. inclusive of all taxes, duties, levies, etc.;

13.BID SECURITY (EARNEST MONEY):

- 13.1. The bidder shall furnish the Bid Security (Earnest Money) for a sum equivalent to **5% of total reserve price as follows:**

Description	Reserve price (per annum)	Bid Security Amount (Rs)
<u>Space for Tuck Shop/Restaurant:</u> 20*08 = 160 Sft Covered Area 29*10 = 290 Sft Shaded Area Total Area = 450 Sft	Rs.450,000/-	Rs.22,500/-
<u>Space for Tuck Shop/Restaurant:</u> 20*15.5=310 Sft Covered Area 44*25=1100 Sft Open Area Total Area = 1410 Sft	Rs.1,200,000/-	Rs.60,000/-

- 13.1.1. Denominated in Pak Rupees;
- 13.1.2. in the form of Demand Draft / Pay Order, in the name of the Auctioneer ("PUNJAB AGRICULTURE & MEAT COMPANY");
- 13.1.3. Have a minimum validity period of (180) days from the last date for submission of the Tender.
- 13.2. The Bid Security shall be forfeited by the Auctioneer, on the occurrence of any / all of the following conditions:
 - 13.2.1. If the bidder withdraws the Tender during the period of the Tender validity specified by the Tenderer/Bidder on the Tender Form; or
 - 13.2.2. If the bidder does not accept the corrections of his Total Tender Price; or
 - 13.2.3. If the bidder, having been notified of the acceptance of the Tender by the Auctioneer during the period of the Tender validity, fails or refuses to submit the quoted price/amount or fulfill the condition within the stipulated time period.
- 13.3. The unsuccessful bidder will be returned the Bid Security only, after completion of

technical & financial evaluation process. The Bid Security shall be returned to the successful Tenderer/Bidder upon submission of performance security.

14.TENDER VALIDITY:

The Tender shall have a minimum validity period of 180 days from the last date for submission of the Tender. The Auctioneer may solicit the Tenderer/Bidder's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer/Bidder agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Tenderer/Bidder may refuse extension of validity period of the Tender, without forfeiting the Bid security.

15.MODIFICATION/WITHDRAWAL OF TENDER:

- 15.1. The Tenderer/Bidder may, by written notice served on the Auctioneer, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 15.2. The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

16.OPENING OF TENDER:

- 16.1. Tenders shall be opened at **03:30 pm** on the last date of submission of **bids i.e. 14th June, 2021**, in the presence of the Tenderer/Bidder(s) for which they shall ensure their presence without further invitation. In case the last date of bid submission falls in / within the official holidays / weekends of the Auctioneer, the last date for submission of the bids shall be the next working day.
- 16.2. The Tenderer/Bidder's name, modifications, withdrawal, security, attendance of the Tenderer/Bidder and such other details as the Auctioneer may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 16.3. No Tenderer/Bidder or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.

17.CLARIFICATION OF THE TENDER:

Auctioneer shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Tenderer/Bidder(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the Auctioneer.

18.DETERMINATION OF RESPONSIVENESS OF THE BID (TENDER):

- 18.1. The Auctioneer shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
 - 18.1.1. Meets the eligibility criteria given herein this tender document.
 - 18.1.2. Is accompanied by the required Bid Security as part of bid envelope;

- 18.1.3. The original receipt of tender fee submitted, attached with bid envelope;
- 18.1.4. In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document;
- 18.1.5. Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.

19. CORRECTION OF ERRORS/AMENDMENT OF TENDER:

- 19.1. The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
 - 19.1.1. If there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.
 - 19.1.2. If there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
 - 19.1.3. The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer/Bidder.
 - 19.1.4. Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.

20. TECHNICAL AND FINANCIAL EVALUATION CRITERIA:

- 20.1. The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria will be eligible for further processing.
- 20.2. The Bids which do not conform to the Technical Specifications or Bid conditions will be rejected.
- 20.3. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Auctioneer, the contractor shall be bound to adjust the same in the Financial Proposal.
 - 20.3.1. In cases of discrepancy between the cost/price quoted in Words and in Figures, the higher of the two will be considered.
 - 20.3.2. In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;
 - 20.3.3. The Auctioneer will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.
- 20.4. The bidder is required to submit bid on the prescribed format/schedule given in the bidding document.

21.Rejection/Acceptance of the Bid:

- 21.1. The Auctioneer may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Auctioneer shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.
- 21.2. The Tender shall be rejected if it is:
- 21.2.1. Substantially non-responsive in a manner prescribed in this tender document; or
- 21.2.2. Submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
- 21.2.3. Incomplete, partial, conditional, alternative, late; or
- 21.2.4. The Tenderer/Bidder refuses to accept the corrected Total Tender Price; or
- 21.2.5. The Tenderer/Bidder has conflict of interest with the Auctioneer; or
- 21.2.6. The Tenderer/Bidder tries to influence the Tender evaluation / Contract award; or
- 21.2.7. The Tenderer/Bidder engages in corrupt or fraudulent practices in competing for the Contract award;
- 21.2.8. The Tenderer/Bidder fails to meet all the requirements of Tender Eligibility / Qualification Criteria;
- 21.2.9. The Tenderer/Bidder fails to meet the evaluation criteria requirements;
- 21.2.10. The Tenderer/Bidder has been blacklisted by any public or private sector organization;
- 21.2.11. The Tenderer/Bidder has mentioned any financial implication(s) in the proposal that is in contradiction to this document and Government rules and regulations.
- 21.2.12. There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- 21.2.13. The Tenderer/Bidder submits any financial conditions as part of its bid which are not in conformity with tender document.
- 21.2.14. Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.

22.Award Criteria:

- 22.1. The eligible bidder(s)/Tenderer/Bidder(s) will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on highest price quoted as per rules and fulfilling all codal formalities.

23.Performance Security:

The successful bidder shall furnish Performance Security as under:

- 23.1. Within ten (07) working days of the receipt of the Acceptance Letter from the Auctioneer;
- 23.2. In the form of a Pay Order/Demand Draft, issued by a scheduled bank operating in Pakistan in favor of Auctioneer i.e. **"Punjab Agriculture & Meat Company"**.
- 23.3. Denominated in Pak Rupees;
- 23.4. Have a minimum validity period of one year from the date of Award Notification or until the date of expiry of yearly support period.
- 23.5. The successful bidder shall submit a performance security of **10% of the annual contract**

value (bid value).

- 23.6. The proceeds of the Performance Security shall be payable to the Auctioneer, on occurrence of any / all of the following conditions:
- 23.6.1. If the successful bidder commits a default under the Contract;
 - 23.6.2. If the successful bidder fails to fulfill any of the obligations under the Contract.
 - 23.6.3. If the successful bidder violates any of the terms and conditions of the Contract.
- 23.7. The Performance Security shall be returned to the Tenderer/Bidder after 30 working days after completion of the contract.

24. Acceptance Letter:

The Auctioneer shall issue the Acceptance Letter to the successful Tenderer/Bidder, at least after 10 days of announcement of bid evaluation reports and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

25. Redressal of grievances by the Auctioneer:

- 25.1. The Auctioneer has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the contract.
- 25.2. Any bidder feeling aggrieved by any act of the Auctioneer after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.
- 25.3. The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 25.4. Mere fact of lodging of a complaint shall not warrant suspension of the bidding process.

DRAFT

TERMS & CONDITION OF THE CONTRACT

CONTRACT TITLE

AUCTION OF SPACE TUCK SHOP/RESTAURANT

[NAME OF CONTRACTOR]

Dated:

CONTRACT AGREEMENT

This Agreement is made and executed at Lahore on this __ day of __, 2021 (“Agreement”), by and between:

Punjab Agriculture & Meat Company (PAMCO), through its authorized representative, 18-K.m Shahpur Kanjran, Multan Road, Lahore (“Auctioneer”) which expression shall include its legal representatives, successors-in-interest and assigns etc.);

AND

M/S _____), through its owner/authorized representative, 18-K.m Shahpur Kanjran, Multan Road, Lahore (“Successful bidder”) which expression shall include its legal representatives, successors-in-interest and assigns etc.);

The Auctioneer and Successful bidder are individually referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS the Auctioneer is the lawful owner in possession of a premises/building/infrastructure situated at 18-k.m Shahpur Kanjran, Multan Road, Lahore, known as Lahore Meat Processing Complex;

WHEREAS the Auctioneer desires to contract to the Successful bidder, premises/building/infrastructure to the successful bidder, measuring ____ Sft at Lahore Meat Processing Complex (LMPC) Shahpur Kanjran, Multan Road, Lahore along with the use and enjoyment, in conjunction with other tenants, of all the common passages, entrance, staircases, landing and other such facilities;

WHEREAS the successful bidder desires to take the demised Premises with allied facilities on contract for a Period of one (01) year extendable upto (03) years as per terms & condition mentioned in this agreement & tender document for the purpose of establishing **Tuck Shop/Restaurant** and the auctioneer has agreed to contract the same to the successful bidder on the terms & condition contained herein.

NOW THEREFORE pursuant to this Agreement and in consideration of the rent herein reserved and of the covenants and conditions herein contained, this Agreement is executed for a period of one (01) year commencing from _____, 2021 and expiring on _____, 2022 (“**Contract Period**”), on the following terms & conditions:

TERMS & CONDITIONS:

1. The initial term of this contract will be for a period of one (01) year commencing from _____, 20__ and expiring on _____, 20__ (rental period) unless earlier terminated in accordance with the terms hereof. In case the contract Period is not extended by mutual consent of the parties, in writing, then this Agreement shall deemed terminated upon expiry of the Contract Period and the Successful bidder shall hand over the vacant peaceful physical possession of the Demised Premises to the Auctioneer without any delay or claim what so ever.

RENT:

2. The monthly rent for the demised premises/building/infrastructure (measuring _____ sft) during the peiord of contract shall be Rs. _____/-(Rupee _____) ("Rent") excluding water and electricity charges & etc..
3. The Rent shall be paid in advance for whole period of contract i.e. one (01) year, and if the contract extended subject to satisfactory performance and as per terms & condition of tender document, than on or before the seventh (07) day of the month of the year in which it is due during the Contract Period.
4. That an increase in Rent @ 10% shall be made after every year upto three years. Subject to the sole consent of Auctioneer mentioned in the agreement & tender document.

UTILITIES:

5. Electricity charges shall be paid by the Successful bidder according to sub-meter installed by the Auctioneer and on the prevailing rates communicated by the Auctioneer against monthly billing.
6. Water charges shall be paid by the successful bidder according to the rented area on prevailing rates communicated by the auctioneer against monthly billing.
7. The Successful bidder shall, at the commencement of the contract period, deposit with the Auctioneer security deposit (performance security).
8. The bid security which was earlier submitted against the bid by the successful bidder shall be retained by the auctioneer as security deposit.
9. The security deposit shall be refunded to the successful bidder in accordance with the terms & condition mentioned in the bidding document at the time the successful bidder hands over the vacant and peaceful possession of the demised premises.
10. The Security Deposit shall be refunded to the successful bidder after clearance of all utilities, charges, and/or levies accrued due to the Successful bidder's use and occupation of the demised premises/building/infrastructure. Further, any structural or cosmetic damage caused to the demised premises/building/infrastructure due to the willful or negligent acts or omissions of the Successful bidder shall be deducted from the Security Deposit.
11. The security deposit shall not absolve the successful bidder of his/her liability to pay rent or utilities dues in accordance with the terms & condition the agreement and

tender document nor it shall indemnify the Successful bidder in the event that the Successful bidder's defaults in paying the Rent due pursuant to Clauses of the agreement.

PERMITTED USE

- 12.** The Successful bidder shall use the Demised premises/building/infrastructure for **Tuck Shop/Restaurant** only in accordance with the terms & conditions mentioned in this agreement or tender document. Further the Successful bidder shall not undertake any other business, except as has been stipulated in this clause, without the prior written consent of the Auctioneer.

THE SUCCESSFUL BIDDER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

- 13.** In addition to the covenants contained herein the Successful bidder hereby undertakes and covenants that it shall:
- a. Pay to the Auctioneer, subject to above mentioned clause, the charges for actual consumption of electricity and other utilities of the Demised premises/building/infrastructure on monthly basis pursuant to utility meter reading that is installed for this purpose.
 - b. Pay charges stated in Clause 13.a of this Agreement to the Auctioneer within seven (07) days of the Auctioneer's written request.
 - c. Not place, store, install or fix any fixture, furniture, fittings, items in the corridors, landing, stairs or at any place not included in the Demised premises/building/infrastructure without the written consent of the Auctioneer; provided that in the event the Successful bidder does place, store install or fix contrary to the aforesaid, the Auctioneer shall (i) remove such fixture, fitting or items at the Successful bidder's risk and cost, and (ii) not be responsible for the safety, custody or security of such items which may be disposed off by the Auctioneer as it may consider fit;
 - d. The Demised premises/building/infrastructure, its attached/associated bathrooms, fittings, fixtures, doors, looks, windows, fastenings, electricity wiring/fittings, appliances and other fixtures in good and tenantable condition. In the event that the demised premises/building/infrastructure or any part thereof (including the fixtures and fittings therein) is damaged or disfigured the same shall be replaced or repaired by the Successful bidder, within such reasonable time and to such extent as may be required to the satisfaction of the Auctioneer. If the Successful bidder fails to carry out the repairs and replacement to the satisfaction of the Auctioneer, the Auctioneer shall be entitled to carry out such repairs and replacement at the cost of Successful bidder, which shall be refunded by the Successful bidder within seven (07) days from the date of demand by the Auctioneer;
 - e. Permit the Auctioneer or its authorized representative (with or without workmen) to enter the Demised premises/building/infrastructure and view the condition thereof, or to install any additional facilities or check the existing facilities, as may be required by the Auctioneer, subject to a twenty-four (24) hour notice to the Successful bidder;

- f. Not place load on any floor of the premises/building/infrastructure that is in excess of the floor-load-bearing capacity of the premises/building/infrastructure.
 - g. Not make any holes, attachments or adhesions of any nature to the walls, ceiling, floor, pillars, door, window frames or make any structural alteration or addition to the demised premises/building/infrastructure;
 - h. Not install or fix additional fixtures and fittings for business use, including but not limited to partitions, cabinets, tuck shop/restaurants (equipment's), racks, business machines, telephone and such other items or equipment deemed necessary by the Successful bidder, without the written consent of the Auctioneer; provided that all alterations installations, additions and improvements made and installed in the demised premises/building/infrastructure by the Successful bidder which are of a permanent nature (and cannot be removed without damages to the demised premises/building/infrastructure), shall become the property of the Auctioneer and shall be surrendered with the demised premises/building/infrastructure (as a part thereof) at the expiry of the agreement or termination thereof;
 - i. Not permit its employees, contractors and agents to use any place in the area otherwise than as may be allowed by the Auctioneer;
 - j. Submit to Auctioneer the copy of the national identity cards of its employees, contractors and agents that work for the Successful bidder at the demised premises/building/infrastructure;
 - k. Not use the demised premises/building/infrastructure for the storage of unlawful goods, ammunition, gun powder or any explosive or combustible substance.
 - l. Not use the demised premises/building/infrastructure for any unlawful purpose;
 - m. Not carry out or permit any activity that may cause nuisance the Auctioneer or surrounding or public;
 - n. Be responsible for the security and safety of demised premises/building/infrastructure; and
 - o. Not sub-let the demised premises/building/infrastructure or any portion thereof or assign this agreement to any other legal or natural person.
- 14.** The Successful bidder shall abide by the rules for the occupation of the premises/building/infrastructure, intimated to the Successful bidder in writing from time to time, including the rules relating to the maintenance of the services, safety and security of the demised premises/building/infrastructure. All such rules and amendments, additions shall be treated as part and parcel of this agreement.
- 15.** The Successful bidder has examined and inspected the demised premises/building/infrastructure (its plumbing, sanitation and electrical wiring, fixtures and fittings) before the commencement of this Agreement and is satisfied of the same being sound, serviceable and fit for use in all respects.
- 16.** The Successful bidder may place its signboards, nameplates and logos at the entrance of the demised premises/building/infrastructure without the prior written consent of the Auctioneer.

17. The Contract Agreement would be executed on Non-Judicial Stamp Paper (Valued Rs. 100 only) and get it attested from the Notary Public.
18. In the event that the demised premises/building/infrastructure is partially or completely damaged or destroyed by fire or by the acts or omissions of the Successful bidder (their employee, agents or contractors), the loss if any caused to Auctioneer shall be compensated by the Successful bidder caused to premises/building/infrastructure.

THE AUCTIONEER'S COVENANTS AND SERVICES

19. The Auctioneer shall be responsible upon request by the successful bidder for electric supply system (excluding the electric panels and electric fitting) of the demised premises/building/infrastructure);
20. Upon request of successful bidder water supply system up to the gate valve of Successful bidder's water supply system;
21. Common passages, corridors at the area.
22. During the Contract Period, as long as the Successful bidder performs and observes the terms and conditions contained herein, the Successful bidder shall enjoy peaceful possession of the demised premises/building/infrastructure;
23. The demised premises is provided with adequate electric power upon request of successful bidder; provided (i) the Auctioneer shall not be responsible for any interruption, breakdown or blackout of electricity that is beyond its control, and (ii) that the Auctioneer shall not be liable if any of the services listed on the behalf of Auctioneer are rendered in operative for reasons beyond the control of the Auctioneer; and
24. It has no knowledge of any thing that may impair the soundness of the structure of the demised premises/building/infrastructure and the condition of the same without risk to the life or property.
25. The Auctioneer shall not be responsible for any loss or damage caused to the vehicles of the Successful bidder, its employees, agents or visitors parked in or around the area of Auctioneer.

TERNIMATION:

26. That in case of default on part of Successful bidder in fulfilling the terms & condition of this agreement and bidding document, the Auctioneer may terminate this agreement by giving (14) days' notice to the successful bidder any may confiscate the security and rental payment made in lieu of this agreement and bidding document.
27. The Auctioneer's acceptance of rent or failure to enforce any term & conditions of this agreement and bidding documents shall not be considered a waiver of any of the Auctioneer's rights under this agreement shall remain enforceable.
28. That any notices to the Successful bidder shall be delivered or mailed to the demised premises and any notices, bills or payments to the Auctioneer shall be mailed by courier services to the Auctioneer's aforesaid address.
29. This agreement constitutes the entire agreement between the parties with regard to the contract of the demised premises/building/infrastructure and the parties hereby commit themselves not to dispute or raise any objection to the agreed terms &

conditions of this agreement and bidding document.

30. Any failure by s party to insist upon the performance of any terms and/or conditions contained in this agreement shall not constitute as waiver of the parties' rights to enforce the same against the other.

31. Heading in this agreement are for convenience only and shall not be used to construe the terms and conditions contained herein.

IN WITNESS WEREOF, the parties have hereunder set their hands, the day and year first above written.

(NAME)
AUTHORIZED OFFICER
(NAME)
(ADDRESS)
CNIC NO: _____
THE AUCTIONEER

(NAME)
PROPRIETER
(NAME)
(ADDRESS)
CNIC NO: _____
THE SUCCESSFUL BIDDER

Witnesses:-

1. Sign: _____
Name: _____
CNIC No: _____
Dated: _____, 20__

1. Sign: _____
Name: _____
CNIC No: _____

Special Stipulations (Annex-A):

SCHEDULE-A, SPECIAL STIPULATIONS										
For ease of Reference, certain special stipulations are as under:										
Bid Security	<p>The bidder shall furnish the Bid Security in form of Pay Order/Demand Draft for a sum equivalent to 5% of total reserve price as follows:</p> <table border="1"> <thead> <tr> <th>Description</th> <th>Reserve price (per annum)</th> <th>Bid Security Amount (Rs.)</th> </tr> </thead> <tbody> <tr> <td> <u>Space for Tuck Shop/Restaurant:</u> 20*08 = 160 Sft Covered Area 29*10 = 290 Sft Shaded Area Total Area = 450 Sft </td> <td>Rs.450,000/-</td> <td>Rs.22,500/-</td> </tr> <tr> <td> <u>Space for Tuck Shop/Restaurant:</u> 20*15.5=310 Sft Covered Area 44*25=1100 Sft Open Area Total Area = 1410 Sft </td> <td>Rs.1,200,000/-</td> <td>Rs.60,000/-</td> </tr> </tbody> </table>	Description	Reserve price (per annum)	Bid Security Amount (Rs.)	<u>Space for Tuck Shop/Restaurant:</u> 20*08 = 160 Sft Covered Area 29*10 = 290 Sft Shaded Area Total Area = 450 Sft	Rs.450,000/-	Rs.22,500/-	<u>Space for Tuck Shop/Restaurant:</u> 20*15.5=310 Sft Covered Area 44*25=1100 Sft Open Area Total Area = 1410 Sft	Rs.1,200,000/-	Rs.60,000/-
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Performance Security	<ul style="list-style-type: none"> • Within ten (07) working days of the receipt of the Acceptance Letter from the Auctioneer; • In the form of a Pay Order/Demand Draft/CDR, issued by a scheduled bank operating in Pakistan in favor of Auctioneer i.e. “Punjab Agriculture & Meat Company”. • Have a minimum validity period of one year from the date of Award Notification or until the date of expiry of yearly support period. • The successful bidder shall submit a performance security of 10% of the annual contract value (bid value). 									

Financial Bid Format/Schedule (Annex-B):

Name of Bidder or Tenderer/Bidder: _____

National Tax Number (NTN): _____

SUBJECT: PRICE SCHEDULE/FINANCIAL COST SHEET

Sr. No	Premises Description	Premises Dimension	Quoted Auction Amount (Rs)
1	<u>Space for Tuck Shop/Restaurant:</u>	20*08 = 160 Sft Covered Area 29*10 = 290 Sft Shaded Area Total Area = 450 Sft	
2	<u>Space for Tuck Shop/Restaurant:</u>	20*15.5=310 Sft Covered Area 44*25=1100 Sft Open Area Total Area = 1410 Sft	

Note: All prospective bidders can participate either in single or both locations, highest competitive bidder against each location will be announced separately.

All prospective bidders are required to purchase bidding document separately for each location and submit separate sealed bids (duly signed stamps) for each lot (location) given above accompanied by mentioned bid security in name of "PUNJAB AGRICULTURE & MEAT COMPANY" in each sealed bid.

Name & Signature of Authorized Signatory

Along with Official Stamp

Cover Letter (Annex-B):

UNDER TAKING – AFFIDAVIT FOR BLACKLISTING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents. Furthermore, undersigned has not been blacklist by any Governmental Dssssepartment/Organization.

Dated this ____ day of __20__

Signature