

BIDDING DOCUMENT
**SPACE FOR TEMPORARY INSTALLATION OF MOVEABLE CELLULAR
TELECOMMUNICATION TOWER**

TENDER# PAMCO/PRO/2021-22/0019



SPACE FOR TEMPORARY INSTALLATION OF MOVEABLE CELLULAR TELECOMMUNICATION
TOWER FOR THE PERIOD OF ONE MONTH

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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. 20th June, 2022** 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 pm on 20th June, 2022**. 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 **14th June, 2022**.

Interested parties can obtain tender form / bidding documents for **Rs.1, 000/- (non-refundable)** in name of "**PUNJAB AGRICULTURE & MEAT COMPANY**" immediately after publication of this advertisement during office hours.

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

Kashif Ghulam Muhammad
 Manager Procurement
 Email: Kasshiff@gmail.com
 18-K.m Shahpur kanjran, Multan Road, Lahore

Secondary Contact

Muhammad Imran Khan
 Manager Admin
 Email: Imran@pamco.gop.pk
 18-K.m Shahpur kanjran, Multan Road, Lahore

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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 TENDER:**

Punjab Agriculture & Meat Company (PAMCO) intends to auction space for temporary installation of moveable cellular telecommunication tower for the period of one month for through competitive auction process, for which it invites sealed bids from firms, companies and etc. Interested parties must have valid NTN and meet the criteria mentioned in the bidding document for participation in this auction.

Sr. No	Description	Reserve price	Bid Security	Tender opening date & time
1	SPACE FOR TEMPORARY INSTALLATION OF MOVEABLE CELLULAR TELECOMMUNICATION TOWER FOR THE PERIOD OF ONE MONTH	Rs.100,000/-	Rs. 5,000/-	20-06-2022 03:30 P.M.

All prospective bidders are required to purchase bidding document from prescribed office and submit sealed bids (duly signed stamps) on above given address accompanied by mentioned bid security in name of "PUNJAB AGRICULTURE & MEAT COMPANY" in sealed bid. All prospective bidders must meet the eligibility/qualification criteria and comply the terms & conditions mentioned in the bidding document.

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3. TERMS AND CONDITIONS:

- 3.1. An affidavit on legal stamp paper (original) shall be provided by the bidder that he / she is not black listed from any Government Department.
- 3.2. Highest bidder shall be considered as a successful bidder.
- 3.3. 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.
- 3.4. The whole process of Tender will be governed under applicable laws.
- 3.5. 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.
- 3.6. 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.
- 3.7. Contract period will be for the period of one month.
- 3.8. Successful bidder will be bound to deposit Tender amount in advance within three (03) working days after the issuance of acceptance letter. Failing to respond, bid security will be confiscated.
- 3.9. All Government taxes whether Federal or Provincial, duty, levy, if promulgated, will the responsibility of the successful bidder.
- 3.10. 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.
- 3.11. Performance security will be refundable only on successful completion of contract, on clearance of all dues including electricity charges and other utilities.
- 3.12. Before acceptance of any proposal, bid security of first three bidders will be withheld and will be returned after successful completion of bidding process.
- 3.13. 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 violation with any clause of the bid or

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any conditions or instructions promulgated by the local/provincial/federal government related to RENT OF SPACE, a fine upto Rs. 5,000/- per day shall be imposed on him/her till such time, instructions of auctioneer are to be fully complied.

- 3.14. 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.
- 3.15. 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 Auctioneer on any account relating to the contract.
- 3.16. 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.
- 3.17. The successful bidder shall not use any place other than the designated premises/building/infrastructure that as may be allowed by the auctioneer.
- 3.18. The successful bidder shall comply on the instructions promulgated by the Local/Provincial/Federal Government related to processing/sale or purchase of animals' by-products by the banned organizations.
- 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 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. The Auctioneer shall only provide Space at designated location, while water and electricity etc shall be responsibility of the bidder.
- 3.24. If the successful bidder fails to pay accepted bid amount as per schedule, he/she 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.
- 3.25. 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 01 day notice to the successful bidder to fix the violation/issue, and in case the successful bidder is unable rectify the violation within 01 day, the Auctioneer may

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- terminate this agreement. In which case the security and advance payment 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.
- 3.26. 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.
 - 3.27. The successful bidder shall furnish all information regarding its employees / staff deployed at the premises along with attested photocopies of their National Identity Card.
 - 3.28. In case of any dispute between the parties including the termination of agreement it shall be referred for arbitration to Grievance Committee, PAMCO (Auctioneer) who will be sole arbitrator and committee decision shall be binding upon the parties which will not be challenged before any authority whatever that may be.
 - 3.29. 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.
 - 3.30. Security and safety etc of the equipment shall be responsibility of the bidder, in case of theft / damage, the auctioneer shall not be responsible.

4. ELIGIBILITY/QUALIFICATION CRITERIA:

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

- 4.1. Must be registered with Tax Authorities as per prevailing latest tax rules (Only those firms / companies/individuals, who are validly registered with Income Tax Department);
- 4.2. Have a valid **Registration National Tax Number (NTN) and other statute requirement by government.**
- 4.3. 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 Rs: 100/- legal stamp paper is mandatory).
- 4.4. Conforms to the clause of "Responsiveness of Bid" given herein this tender document.

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TERMS & CONDITION OF THE CONTRACT

CONTRACT TITLE

**SPACE FOR TEMPORARY INSTALLATION MOVEABLE CELLULAR TELECOMMUNICATION TOWER
FOR THE PERIOD OF ONE MONTH**

[NAME OF BIDDER]

Dated:

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CONTRACT AGREEMENT

This Agreement is made and executed at Lahore on this _____
 (“Agreement”), by and between:

M/S Punjab Agriculture & Meat Company (PAMCO), a company limited by guarantee, registered with the Registrar Joint Stock Companies u/s 42 of the Companies Ordinance, 1984, having its registered office, 18-K.m Shahpur Kanjran, Multan Road, Lahore through its authorized representative, _____ (“Lessor”) which expression shall include its legal representatives, successors-in-interest and assigns etc.);

AND

M/S Telenor Pakistan (Private) Limited, a company incorporated under the Companies Ordinance, 1984 (Company Registration No. 00000003725 / 20040401) and having its registered office at Plot No. 55, Block B, River View Avenue Gulberg Greens, Islamabad, through its owner/authorized representative, _____, **bearing CNIC No.** _____ (“Bidder”) which expression shall include its legal representatives, successors-in-interest and assigns etc.;

The Lessor and Bidder are individually referred to as **“Party”** and collectively as **“Parties”**.

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

WHEREAS the Lessor desires to contract to the Bidder, space to the temporary Lease, measuring **1,600 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 Bidder desires to take the demised Premises with allied facilities on contract for a Period of **one (01) month** as per terms & condition mentioned in this agreement for the purpose of **temporary installation movable cellular telecommunication tower** and the Lessor has agreed to contract the same to the 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) month** commencing from _____ and expiring on _____ (**“Contract Period”**), on the following terms & conditions:

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TERMS & CONDITIONS:

1. The initial term of this contract will be for a period of **one (01) month** commencing from _____ **and expiring on _____ (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 Bidder shall hand over the vacant peaceful physical possession of the Demised Premises to the Lessor without any delay or claim what so ever.

RENT:

2. The rental for the demised premises/space/infrastructure (**measuring 1,600 Sft**) during the period of contract shall be **Rs _____ (“Rent”)** excluding water and electricity charges & etc.
3. The Rent shall be paid in advance for whole period of contract i.e. one (01) month.

UTILITIES:

4. Water charges shall be paid by the Bidder according to the rented area on prevailing rates communicated by the Lessor against monthly billing, if required by the bidder.
5. The Bidder shall, at the commencement of the contract period, deposit with the Lessor security deposit amounting to _____ in favor of Lessor.
6. The security deposit shall be refunded to the Bidder in accordance with the terms & condition mentioned in the agreement at the time the Bidder hands over the vacant and peaceful possession of the demised premises.
7. The Security Deposit shall be refunded to the Bidder after clearance of all utilities, charges, and/or levies accrued due to the Bidder’s use and occupation of the demised space. Further, any structural or cosmetic damage caused to the demised space due to the willful or negligent acts or omissions of the Bidder shall be deducted from the Security Deposit.
8. The security deposit shall not absolve the Bidder of his/her liability to pay rent or utilities dues in accordance with the terms & condition the agreement nor it shall indemnify the Bidder in the event that the Bidder’s defaults in paying the Rent due pursuant to Clauses of the agreement.

PERMITTED USE

9. The Bidder shall use the Demised space for **installation movable cellular telecommunication tower** only in accordance with the terms & conditions mentioned in this agreement. Further the Bidder shall not undertake any other business, except as has been stipulated in this clause, without the prior written consent of the Lessor.

THE BIDDER’S REPRESENTATIONS, WARRANTIES AND COVENANTS

10. In addition to the covenants contained herein the Bidder hereby undertakes and covenants that it shall:

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- a. Pay charges stated in this Agreement to the Lessor within seven (07) days of the Lessor's written request.
 - b. 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 space without the written consent of the Lessor; provided that in the event the Bidder does place, store install or fix contrary to the aforesaid, the Lessor shall (i) remove such fixture, fitting or items at the Bidder's risk and cost, and (ii) not be responsible for the safety, custody or security of such items which may be disposed of by the Lessor as it may consider fit;
 - c. Permit the Lessor or its authorized representative (with or without workmen) to enter the Demised space and view the condition thereof, or to install any additional facilities or check the existing facilities, as may be required by the Lessor, subject to a twenty-four (24) hour notice to the Bidder;
 - d. Not place load on any floor of the space that is in excess of the floor-load-bearing capacity of the space.
 - e. 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 space;
 - f. Not install or fix additional fixtures and fittings for business use, otherwise than as may be allowed by the Lessor;
 - g. Not permit its employees, contractors and agents to use any place in the area otherwise than as may be allowed by the Lessor;
 - h. Submit to Lessor the copy of the national identity cards of its employees, contractors and agents that work for the Bidder at the demised space;
 - i. Not use the demised space for the storage of unlawful goods, ammunition, gun powder or any explosive or combustible substance.
 - j. Not use the demised space for any unlawful purpose;
 - k. Not carry out or permit any activity that may cause nuisance the Lessor or surrounding or public;
 - l. Be responsible for the security and safety of demised space; and
 - m. Not sub-let the demised space or any portion thereof or assign this agreement to any other legal or natural person.
- 11.** The Bidder shall abide by the rules for the occupation of the space, intimated to the Bidder in writing from time to time, including the rules relating to the maintenance of the services, safety and security of the demised space. All such rules and amendments, additions shall be treated as part and parcel of this agreement.
- 12.** The Bidder has examined and inspected the demised space before the commencement of this Agreement and is satisfied of the same being sound, serviceable and fit for use in all respects.
- 13.** The Contract Agreement would be executed on Non-Judicial Stamp Paper (Valued Rs. 100 only) and get it attested from the Notary Public.

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- 14. In the event that the demised space is partially or completely damaged or destroyed by fire or by the acts or omissions of the Bidder (their employee, agents or contractors), the loss if any caused to Lessor shall be compensated by the Bidder caused to space.

THE LESSOR’S COVENANTS AND SERVICES

- 15. Common passages, corridors at the area.
- 16. During the Contract Period, as long as the Bidder performs and observes the terms and conditions contained herein, the Bidder shall enjoy peaceful possession of the demised space;
- 17. The Lessor shall not be responsible for any loss or damage caused to the vehicles of the Bidder, its employees, agents or visitors parked in or around the area of Lessor.

TERMINATION:

- 18. That in case of default on part of Bidder in fulfilling the terms & condition of this agreement and bidding document, the Lessor may terminate this agreement by giving (07) days’ notice to the Bidder any may confiscate the security and rental payment made in lieu of this agreement and bidding document.
- 19. The Lessor’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 Lessor’s rights under this agreement shall remain enforceable.
- 20. That any notices to the Bidder shall be delivered or mailed to the demised premises and any notices, bills or payments to the Lessor shall be mailed by courier services to the Lessor’s aforesaid address.
- 21. This agreement constitutes the entire agreement between the parties with regard to the contract of the demised space and the parties hereby commit themselves not to dispute or raise any objection to the agreed terms & conditions of this agreement and bidding document.
- 22. Any failure by the 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.
- 23. 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

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Witnesses:-

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

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

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Special Stipulations (Annex-A):

SCHEDULE-A, SPECIAL STIPULATIONS			
For ease of Reference, certain special stipulations are as under:			
Bid Security	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:		
	Description	Reserve price	Bid Security Amount (Rs.)
	SPACE FOR TEMPORARY INSTALLATION MOVEABLE CELLULAR TELECOMMUNICATION TOWER FOR THE PERIOD OF ONE MONTH	Rs.100,000/-	Rs. 5,000/-
Performance Security	<ul style="list-style-type: none"> • Within seven (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 ninety (90) days from the date of Award Notification or until the date of expiry of support period. • The successful bidder shall submit a performance security of 10% of the contract value (bid value). 		

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Financial Bid Format/Schedule (Annex-B):

Name of Bidder or Tenderer/Bidder: _____

National Tax Number (NTN): _____

SUBJECT: PRICE SCHEDULE/FINANCIAL COST SHEET

Sr. No	Description	Amount (Rs)
1	SPACE FOR TEMPORARY INSTALLATION MOVEABLE CELLULAR TELECOMMUNICATION TOWER FOR THE PERIOD OF ONE MONTH (Approx 1600 Sqft bare space)	
TOTAL		
Amount in Figure:		

Name & Signature of Authorized Signatory

Along with Official Stamp

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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 Department/Organization.

Dated this ____ day of __20__

Signature

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