

AUCTION BIDDING DOCUMENT

**Auction for the space for
Moveable Cellular (Telecommunication) Tower**



AUCTION NOTICE

Auction for the space for Moveable Cellular (Telecommunication) Tower

Punjab Agriculture & Meat Company (PAMCO) intends to auction space for installation of Moveable Cellular (Telecommunication) tower to Pakistan Telecommunication Authority (PTA) approved for the period of one month, for which it invites sealed bids from firms/companies etc.

Sr. No	Description	Reserve price	Bid Security	Tender opening date & time
1	Auction of the space for Moveable Cellular (Telecommunication) Tower (Approx. Area 1,600 sft) at Lahore Meat Processing Complex (18 K.m. Shahpur Kanjran Multan Road, Lahore)	Rs.100,000/-	Rs.5,000/-	31-05-2023 03:30 P.M.

- Interested firms/companies having a valid NTN and meet the criteria mentioned in the bidding document can participate in the auction.
- Interested firms/companies can obtain bidding documents for **Rs.2, 000/-** (non-refundable) in name of **“PUNJAB AGRICULTURE & MEAT COMPANY”** in form of **CDR/Pay Order/Demand Draft** immediately after publication of this advertisement during office hours.
- All prospective bidders are required to submit bids in a sealed envelope (duly signed stamps) having bid security accompanied in the sealed envelope in name of **“PUNJAB AGRICULTURE & MEAT COMPANY”** in form of CDR/Demand Draft/Pay Order.
- All prospective bidders are required to submit their bids in the manner given in the bidding document on or before **31-05-2023 till 03:00 P.M.** in the office of PAMCO bids shall be opened on the same day at **03:30 P.M.**
- Any further information can be consulted from bidding documents which include Terms & Conditions and other relevant information.
- The 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 address given below.



Manager Procurement
Punjab Agriculture & Meat Company
18 km, Shahpur Kanjran, Multan Road Lahore
 Ph. 042-99333706-7, URL: www.pamco.gop.pk



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. 31st May, 2023** 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 31st May, 2023**. 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 **25th May, 2023**.

Interested parties can obtain tender form / bidding documents for **Rs.2, 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

Dr. Tajammal Hussain
Senior Manager Operations
Email: Dr.tajammal@pamco.gop.pk
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

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 for the space for the moveable Cellular (Telecommunication) Tower through competitive auction process, for which it invites sealed bids from firms, companies and etc. Interested parties/individual much have valid CNIC or NTN and meet the criteria mentioned in the bidding document for participation in this auction.

Sr. No	Description (Location Title)	Reserve price	Bid Security	Tender opening date & time
1	Auction of the space for Moveable Cellular (Telecommunication) Tower (Approx. Area 1,600 sft) at Lahore Meat Processing Complex (18 K.m. Shahpur Kanjran Multan Road, Lahore)	Rs.100,000/-	Rs.5,000/-	31-05-2023 03:30 P.M.

Note: All prospective bidders can participate either in auction process.

All prospective bidders are required to purchase bidding document from PAMCO's office and submit sealed bids (duly signed stamps) on the given address accompanied with 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.

3. TERMS AND CONDITIONS:

- 3.1. An affidavit on legal stamp paper (original) shall be provided by the bidder that he/she/it is not blacklisted from any Government Department.
- 3.2. The 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 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.
- 3.5. 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.
- 3.6. The contract period will be for one month.
- 3.7. Successful bidder will be bound to deposit auction amount in advance within three (03) working days after the issuance of acceptance letter. Failing to respond, bid security will be confiscated.
- 3.8. All Government taxes whether Federal or Provincial, duty, levy, if promulgated, will the responsibility of the successful bidder.
- 3.9. 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.
- 3.10. Performance security will be refundable only on successful completion of contract, on clearance of all dues including electricity charges and other utilities.
- 3.11. Before acceptance of any proposal, bid security of the first three highest bidders will be retained and same shall be returned after successful completion of the bidding process.
- 3.12. Auctioneer will have the Authority to oversee 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 terms & condition or standing instructions of the bidder or any conditions or instructions promulgated by the local/provincial/federal government related to telecommunications services during the contract period, a fine up to Rs. 5,000/- per day shall be imposed on him/her/it till

such time, instructions of auctioneer are to be fully complied.

- 3.13. 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.
- 3.14. 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 to a refund of the advance payment made to the Auctioneer on any account relating to the contract.
- 3.15. The successful bidder shall not use any place other than the designated premises/building/infrastructure that as may be allowed by the auctioneer.
- 3.16. The successful bidder shall comply on the instructions promulgated by the Local/Provincial/Federal Government related to telecommunication services.
- 3.17. 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.
- 3.18. The successful bidder shall not use the allocated premises/building, infrastructure for the for any unlawful purpose.
- 3.19. The successful bidder shall be responsible for the security and safety of allocated premises and its equipment, stores and such other items.
- 3.20. 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 own expenses.
- 3.21. The Auctioneer shall only provide electricity through Lahore Electricity Supply Company (LESCO) connection. Usage of electricity shall only limited to lighting available at the premises/building/infrastructure, any electric connection for additional electric supply including but not limited to Chilling Units, Processing Machinery/Equipment's/ Fans and other electric supply will be charged separately to the successful bidder, if required in writing. Backup power/electricity supply, if required, shall be the responsibility of the successful bidder at his/her own expense.
- 3.22. 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.
- 3.23. 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 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.

- 3.24. 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.
- 3.25. The successful bidder shall furnish all information regarding its employees / staff deployed at the premises along with attested photocopies of their National Identity Card.
- 3.26. 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.
- 3.27. 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, who are validly registered with Income Tax Department);
- 6.2. Have a valid **CNIC or National Tax Number (NTN) and other statute requirement by government, if any.**
- 6.3. Must be registered with **Pakistan Telecommunication Authority (PTA).**
- 6.4. 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).
- 6.5. 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 07 (seven) 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 Rules.
- 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 Rs. 100/- 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
- 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	Bid Security Amount (Rs)
Auction of the space for Moveable Cellular (Telecommunication) Tower (Approx. Area 1,600 sft) at Lahore Meat Processing Complex (18 K.m. Shahpur Kanjran Multan Road, Lahore)	Rs.100,000/-	Rs.5,000/-

- 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 (90) 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 90 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. 31st May, 2023**, 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 Eligibility/Qualification criteria 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 bidder shall be bound to adjust the same over and above 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. 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 upon the fulfillment of all the codal formalities.

23. Performance Security:

The successful bidder shall furnish Performance Security as under:

- 23.1. Within Seven **(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 ninety (90) days from the date of Award Notification or until the date of expiry of prescribed period.
- 23.5. The successful bidder shall submit a performance security of **10% of the 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 and bidding document.
- 23.7. The Performance Security shall be returned to the Tenderer/Bidder after 15 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 for the space for Moveable Cellular (Telecommunication)
Tower (Approx. Area 1,600 sft) at Lahore Meat Processing Complex
(18 K.m. Shahpur Kanjran Multan Road, Lahore)**

[NAME OF CONTRACTOR]

Dated:

CONTRACT AGREEMENT

This Agreement is made and executed at Lahore on this __ day of __, 2023 (“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, _____, 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 holder in possession of a premises/building/infrastructure situated at Lahore known as Meat Wholesale Market (Kot Kamboh), Lahore;

WHEREAS the Auctioneer desires to contract to the Successful bidder, premises/building/infrastructure to the successful bidder, at Meat Wholesale Market (Kot Kamboh), Lahore along with the use and enjoyment, in conjunction with other tenants if any, 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 the period of one month as per terms & condition mentioned in this agreement & tender document for the purpose of placement of moveable cellular telecommunication tower 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 one month commencing from _____, 2023 on the following terms & conditions:

TERMS & CONDITIONS:

1. The period of this contract will be for **one (01) month** 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 PAYMENT:

2. Amount of rent for the demised premises/building/infrastructure during the period of contract shall be **Rs. _____/-(Rupee _____) (“Rent”)**.
3. The Rent shall be paid by the successful bidder in advance for whole period of contract i.e. one (01) month.

UTILITIES:

4. The Auctioneer shall only provide electricity through Lahore Electricity Supply Company (LESCO) connection. Usage of electricity shall only limited to lighting available at the premises/building/infrastructure, any electric connection for additional electric supply including but not limited to Chilling Units, Processing Machinery/Equipment’s/ Fans and other electric supply will be charged separately to the successful bidder. Backup power/electricity supply, if required, shall be arranged by the successful bidder at his/her own expense.
5. The Successful bidder shall, at the commencement of the contract period, deposit with the Auctioneer security deposit (performance security).
6. The bid security which was earlier submitted against the bid by the successful bidder shall be retained by the auctioneer as security deposit till the deposit of performance security.
7. The performance security 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.
8. The Security Deposit shall be refunded to the successful bidder after clearance of all 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.
9. The performance security 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

10. The Successful bidder shall use the Demised premises/building/infrastructure for placement of moveable cellular telecommunication tower only in accordance with the terms & conditions mentioned in this agreement or tender/bidding document. Further the successful bidder shall not undertake any other business, except as has been stipulated in this agreement or bidding document, without the prior written consent of the Auctioneer.

THE SUCCESSFUL BIDDER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

11. In addition to the covenants contained herein the Successful bidder hereby undertakes and covenants that it shall:
- a. Pay bid amount stated in this Agreement or bidding document to the Auctioneer within seven (07) days of the Auctioneer'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 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 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 of by the Auctioneer as it may consider fit;
 - c. The demised premises/building/infrastructure, its attached/associated bathrooms, fittings, fixtures, doors, locks, 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;
 - d. 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;
 - e. 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.
 - f. 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;
 - g. Not install or fix additional fixtures and fittings for business use, including but not limited to partitions, cabinets, 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;
- h. Not permit its employees, contractors and agents to use any place in the area otherwise than as may be allowed by the Auctioneer;
 - i. 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;
 - j. Not use the demised premises/building/infrastructure for the storage of unlawful goods, ammunition, gun powder or any explosive or combustible substance.
 - k. Not use the demised premises/building/infrastructure for any unlawful purpose;
 - l. Not carry out or permit any activity that may cause nuisance the Auctioneer or surrounding or public;
 - m. Be responsible for the security and safety of demised premises/building/infrastructure; and
 - n. Not sub-let the demised premises/building/infrastructure or any portion thereof or assign this agreement to any other legal or natural person.
12. 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.
 13. The Successful bidder has examined and inspected the demised premises/building/infrastructure (its plumbing, sanitation and electrical wiring, water supply and flow, 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.
 14. 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.
 15. 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

16. The Auctioneer shall be responsible upon request by the successful bidder for electric supply for lighting only;
17. Upon request of successful bidder water supply will be provided to the valves available at the time of bidding, Auctioneer shall not be liable to provide additional valves or pipe lines to the successful bidder for water supply system;
18. Common passages, corridors at the area.
19. 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;

- 20. 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
- 21. 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.
- 22. 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.

TERMINATION:

- 23. 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 one (01) day notice to the successful bidder any may confiscate the security and rental payment made in lieu of this agreement and bidding document.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. Heading in this agreement are for convenience only and shall not be used to construe the terms and conditions contained herein.

IN WITNESS WHEREOF, 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	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.)
	Auction for the space for Moveable Cellular (Telecommunication) Tower (Approx. Area 1,600 sft) at Lahore Meat Processing Complex (18 K.m. Shahpur Kanjran Multan Road, Lahore)	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). 		

Financial Bid Format/Schedule (Annex-B):**(Must be filled on letter head with sign & stamp)**

Name of Bidder or Tenderer/Bidder: _____

National Tax Number (NTN): _____

SUBJECT: PRICE SCHEDULE/FINANCIAL BID

Sr. No	Description	Amount (Rs)
1	Auction for the space for Moveable Cellular (Telecommunication) Tower (Approx. Area 1,600 sft) at Lahore Meat Processing Complex (18 K.m. Shahpur Kanjran Multan Road, Lahore)	
TOTAL		
Amount in Figure:		

Name & Signature of Authorized Signatory**Along with Official Stamp**

Auction for the space for Moveable Cellular (Telecommunication) Tower

Signature & Stamp

Cover Letter (Annex-C):

(Must be filled on E-stamp having value of Rs 100)

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 the tender and are liable to any punitive action for furnishing false information / documents. Furthermore, the undersigned has not been blacklisted by any Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization against the dues payable to Governmental Department/Organization.

Dated this _____ day of __20__

Signature