

**TERMS AND CONDITIONS FOR PUBLIC/OPEN AUCTION OF PAMCO's CANTEEN  
LOCATED AT 18 KM MULTAN ROAD SHAHPUR LAHORE, TERM OF ONE YEAR.**

- An affidavit on legal stamp paper (original) shall be furnished by the prospective bidder(s) that he/she and/or the entity is not blacklisted by any government/semi government department(s).
- The highest bidder will be declared a successful bidder after due process of verification, formalities, procedure and the law applicable thereto.
- The successful bidder shall be responsible to maintain cleanliness, tidy, safety, and the overall upkeep of the premises. Failure on the part of the successful bidder to observe, among others, the aforesaid obligations will lead to the termination of the contract, which will be executed between PAMCO and the prospective bidder.
- The **prevailing rates** for food items shall be displayed on the Notice Board in the administrative hall. These rates will be decided through mutual consensus between PAMCO and the successful bidder. It shall be the entire responsibility of the successful bidder to strictly observe the agreed rates.
- If the highest bid is lower than the reserve price mentioned in the document, PAMCO reserves its right either to accept or reject the highest bid without assigning any reason.
- PAMCO will hand over the Canteen to the successful bidder with further terms & conditions as settled at the time of auction or on the same condition as set out in this indenture and the Notice of Auction.
- In case any asset is damaged during the period of contract, the successful bidder shall be liable to make good the damage for all intents and purposes.
- The Canteen of PMACO shall be auctioned on "**AS IS WHERE IS**" basis.
- The successful/ Highest bidder(s) shall have to deposit **50 % of the** highest bid amount at the time of Auction which shall be non-Refundable, failing which, the bid shall stand rejected forthwith, and the token money deposited by the said bidder shall be forfeited, and the Canteen shall be allocated to the Second Highest Bidder, in case of failure of the Second Highest Bidder to deposit **50 % of the** bid amount, the

same principal as narrated above would be opted, and the third Highest Bidder would be declared the successful Bidder, if his/her/its Bid amount is above the Reserve Price and PAMCO would consider its/his/her bid a reasonable. .

- The successful bidder shall be bound to deposit the balance Bid amount within **two (02)** working days after the issuance of an acceptance letter(s) by PAMCO. In case of failure to deposit the balance Bid amount within the stipulated period of time, the amount so deposited by the successful bidder shall stand forfeited.
- The payment of all government taxes, whether Federal or Provincial, duties and levies etc, applicable thereto, shall be the sole responsibility of the successful bidder.
- The successful bidder shall not damage the surrounding, greenery or **structure of the Building/Allocated Space in any manner what so ever.**
- The security deposit will be returned to the unsuccessful bidder(s) after due completion of Auction process and/or its logical conclusion.
- The Successful Bidder shall not sublet the awarded contract as a whole or in part to any other party or organization etc. on rent or commission.
- **Electricity supply (Utilities)** will offer to the Successful Bidder on the agreed terms and conditions as settled between PAMCO and the Successful Bidder. A submeter will be installed at the Canteen to separately measures the electricity consumption and until the settlement PAMCO shall charge @ **PKR 80/- Per Unit for the supply of** electricity.
- In case of any complaint or dispute between PAMCO and the Successful Bidder, the matter shall be referred to the Chief Executive Officer (CEO) of PAMCO whose decision shall be final and binding upon the Parties. The decision of the CEO shall not be challenged by either Party in any forum of law.
- Those who wish to participate in the bid may submit their respective applications along with the necessary documents and security deposit amount etc; as per the conditions of the Auction Notice to the office of the undersigned even on the same day of bidding.
- A proper legal Contact shall be executed between PAMCO and the Successful Bidder after due completion of the Bid Process and till then the terms and conditions as mentioned in this indenture shall be binding upon the Successful Bidder and PAMCO.

- PAMCO may terminate the bidding process at any time without assigning any reason.
- Auction Notice shall be considered as **an integral part** of this instrument.

**Affidavit**

\_\_\_\_\_,  
CNIC No. \_\_\_\_\_  
Son of \_\_\_\_\_,  
Resident of \_\_\_\_\_

I, the above named Deponent do hereby solemnly affirm and declare as under:-

- (1) That the Deponent has carefully gone through the entire terms & conditions of the Auction, admits and acknowledge the same.
- (2) That neither the Deponent nor any of his/her entity is blacklisted by any Federal or Provincial Government Department(s).
- (3) That the Deponent and/or any of his/her entity ever involved in any kind of litigation against PAMCO.
- (4) That the Deponent and/or any of his/her entity hereby unconditionally undertakes to abide by the instructions and directives as may be given/issued by PAMCO from time to time.
- (5) That in case of any complaint, dispute and/or interpretation of any clause the Deponent and/or his entity shall approach the Chief Executive Officer (CEO), whose decision shall be final and binding upon the Deponent and/or his/her entity for all intents and purposes. The Deponent and/or his/her entity shall not challenge the decision of CEO in any forum of law.
- (6) That the Deponent and/or his/her entity shall be sole responsible to make good the loss in case of any damage to the asset(s)/property(ies) of PAMCO, at the hands of the Deponent, his/her employee(s) etc.
- (7) That the Deponent and/or his/her entity shall observe and adhere the entire terms and conditions as settled in the Auction Notice, the Terms of Reference and subsequent to the contract which may be executed between PAMCO and the Deponent and/or his/her entity.

DEPONENT

Verification:-

Verified on Oath at Lahore \_\_\_\_\_ on this day of \_\_\_\_\_, 2024, that the contents of the Affidavit are true and correct to the best of my knowledge and believe and that nothing material has been cancelled therefrom.

DEPONENT