

**TERMS AND CONDITIONS FOR PUBLIC/OPEN AUCTION OF G.I CORRUGATED SHEET (SCRAP) INSTALLED/PLACED AT\_KOT KAMBOH MEAT WHOLE SALE POINT (SHERA KOT NEAR NIAZI BUS STOP), Lahore.**

- An affidavit on legal stamp paper (original) shall be furnished by the prospective bidder(s) that he/she/they and/or his/her/their entity is/are not blacklisted by any government/semi government department(s).
- The Highest Bidder(s) will be declared a successful bidder after due process of verification, formalities, procedure and the law applicable thereto.
- 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 shall hand over scrap material to the Successful Bidder(s) without any further R&M and on the terms and conditions as set out in the Auction Notice, this Indenture and on the terms as settled during the time of the bidding process.
- In case any asset(s) and/or Property(ies) of PAMCO is damaged during the removal, shifting and transferring of the Scrap by the Successful Bidder(s), the Successful Bidder(s) shall be liable to make good the loss as per the satisfaction of PAMCO.
- The Successful Bidder(s) shall solely be responsible to dismantle, remove, lift and to transport the said scrap from the designated place(s) within a period of two (02) months from the date of finalization/ approval of the bid(s) or as per instruction(s) of PAMCO.
- The entire costs of labor, weighing, Dismantling, **supervision**, uplifting and transportation charges of the scrap from **Kot Kamboh Meat Whole Sale point** (Shera Kot Near Niazi Bus Stop), Lahore shall exclusively be borne by the Successful Bidders.
- The aforementioned Scrap shall be auctioned on “**Per Kg**” basis not below the reserve Price as mentioned above.

- All the Prospective bidders shall deposit a sum of **PKR 100,000/ (refundable) in the form of security deposit amount & PKR 5,000/- (Non-Refundable)** as registration fee to participate in the aforesaid Bid in the form of a Bank Draft/Cash Deposit Receipt (CDR), or cash, payable in favour of "**Punjab Agriculture & Meat Company**."
- The Successful bidder(s) shall have to deposit Twenty-Five (25%) of the highest bid(s) amount at the spot, failing which, the bid(s) shall automatically stand rejected, and the token money deposited by Successful bidder(s) shall be forfeited and thereafter, such lot(s) shall be allocated to second highest bidder(s), likewise, in case of failure of the Second Highest Bidder to deposit the Twenty-Five (25%) 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(s) shall be bound to deposit the balance Bid amount(s) 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(s) within the aforesaid stipulated period of time, the amount(s) so deposited by the Successful Bidder(s) 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(s).
- The security deposited amount will be returned to the Unsuccessful Bidder(s) after due completion of Auction process and/or its logical conclusion.
- PAMCO at its sole discretion may reject all or any of the Bid(s) at the time of auction and/or at any stage of auction, without intimation.
- Lifting of Scrap shall not be permitted during night hours or during public holidays otherwise the permission issued shall be canceled and the same shall be re-auctioned without any notice.
- If the Successful Bidder(s) wishes to leave/abandon the Bid(s) before issuance of the Acceptance Letter(s) by PAMCO, then the entire amount paid in advance including the Bid(s) security amount(s) etc, in such eventuality, PAMCO shall not be liable to refund and/or return any payment to such Bidder(s) so deposited by him/her/them with PAMCO in connection to the Auction under reference.

- The successful bidder shall not damage the surrounding, greenery or **structure of the building in any manner what so ever.**
- The Successful Bidder(s) shall not sublet the awarded Bid(s) as a whole or in part to any other party or organization etc.
- In case of any complaint or dispute between PAMCO and the Successful Bidder(s), 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 before Three (03) P.M.
- A proper legal Contact shall be executed between PAMCO and the Successful Bidder(s) 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.
- open auction will be conducted on “**as is, where is**” basis.
- Auction Notice shall be considered as **an integral part** of this instrument.

**Affidavit of**

\_\_\_\_\_ ,

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