

## **TERMS AND CONDITIONS FOR PUBLIC/OPEN AUCTION OF VEHICLES AND MOTOR CYCLES OWNED BY PAMCO.**

- An affidavit(s) 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 PPRA or PAMCO.
- The Highest Bidder(s) will be declared a Successful Bidder(s) 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 the Vehicles & Motorcycles to the Successful Bidder(s) respectively, 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 shifting of Vehicles & Motorcycles by the Successful Bidder(s), the Successful Bidder(s) shall be liable to make good the loss as per the satisfaction of PAMCO.
- Lot 01 to 10 shall be auctioned on a “**Lump-sum**” rate basis against each Vehicles and Motorcycles.
- All the Prospective Bidders shall deposit a sum of **PKR 30,000/ (refundable) in the form of security deposit amount & PKR 3,000/- (non-refundable)** as registration fee to participate in the aforesaid Bid in respect of Vehicles only 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 stands 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.
- The Successful Bidder(s) shall be responsible to take the delivery of the Vehicles and Motorcycles within seven (07) clear days from the date of issuance of the acceptance letters.
- Lifting of Vehicles and Motorcycles 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.

- The Successful Bidder(s) 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) to any other party or organization etc.
- 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 03:00 P.M.
- PAMCO may terminate the bidding process at any time without assigning any reason.
- open auction will be conducted on “**as is, where is**” basis against each “Lot” separately.
- Auction Notice shall be considered as **an integral part** of this instrument.

# AFFIDAVIT

Name: \_\_\_\_\_  
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 PPRA or PAMCO.
- (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