

**Terms & Conditions for Public Auction of PAMCO's Meat Processing Space
(Cooking/Boiling/Jerky) – One-Year Term, 18 KM Multan Road, Shahpur Lahore.**

- 1. Eligibility & Affidavit:** Each intending bidder shall, before participation, furnish an Affidavit, sworn on a legal stamp paper, appended as Annex-A, declaring unequivocally that neither the bidder, nor any entity under its ownership, management, or control, has ever been blacklisted, barred, or debarred by any Federal, Provincial, or Semi-Government authority. Any misrepresentation shall render the bid void ab initio and shall entitle PAMCO to forfeit all monies deposited without prejudice to civil and criminal remedies.
- 2. Scope of Use:** The successful bidder (“Allottee”) shall use the allotted premises strictly and exclusively for meat processing (cooking, boiling, preparation of jerky) of carcasses slaughtered at PAMCO facilities. This arrangement does not allow the introduction of any external raw material, and any contravention shall constitute a fundamental breach resulting in immediate termination, recovery of damages as may be prescribed, and forfeiture of all deposits.
- 3. Authorized Representative:** In the event a prospective bidder is unable to attend the auction proceedings in person due to unavoidable circumstances, he/she may authorize a representative through a duly executed authority letter. Where the prospective bidder is a partnership firm or a company, such entity may, in accordance with law, authorize any of its partners or directors, as the case may be, to participate in the auction proceedings on its behalf.
- 4. Rescheduling and/or Postponement of Auction:**
 - (a) In case of a public holiday on the date of the auction, the auction process shall automatically be held on the very next working day at the time and place as mentioned in the earlier auction schedule.
 - (b) If the auction is postponed due to unavoidable circumstances, with the exception of a public holiday, the next scheduled auction shall automatically be transferred to the next seventh working day on the same time and venue as mentioned in the Public Auction Notice, and likely the third round may follow the same procedure.
 - (c) PAMCO shall not be responsible for re-advertising the Public Auction Notice for the subsequent auction proceedings, which auction proceedings shall observe the terms as mentioned above.

- 5. Declaration of Successful Bidder:** The highest bidder shall be declared the Successful Bidder, subject to due verification, and completion of the entire legal formalities and procedure in accordance with the applicable laws and as per the criteria as determined by PAMCO.
- 6. Highest Bid & Acceptance:** The declaration of the highest bid shall not, of itself, constitute acceptance. PAMCO reserves the absolute right to accept or reject any bid, including the highest, even if it falls below the reserve price, with or without assigning reasons. No bidder shall claim any right, expectancy, or compensation on such account.
- 7. Possession & Upkeep:** The Allottee shall have the sole duty to maintain and look after the allotted premises in a clean, sanitary, and secure condition/manner, and shall not cause any damage, alteration, or nuisance thereof. Failure to comply shall entitle PAMCO to terminate forthwith, without notice, and to recover damages, in addition to forfeiture of deposits.
- 8. Equipment & Installations:** All machinery(ies), equipment(s), and tool(s) shall be installed, managed, and maintained by the Allottee at its own cost and risk, with such item(s) being removable in nature without causing any form of damage. Any damage, if incurred, shall be restored at the Allottee's expense to the satisfaction of PAMCO.
- 9. Regulatory Compliance:** The Allottee shall be solely responsible for ensuring compliance with all applicable laws, rules, halal, safety, and hygiene standards, including but not limited to directives of the Punjab Food Authority. Non-compliance shall vest PAMCO with the right of termination, forfeiture, and recovery of losses.

10. Payment & Deposits:

(a) Fifty percent (50%) of the bid amount shall be deposited on the spot at auction as a non-refundable earnest payment by the highest bidder, adjustable against the contract price. Failure shall render the bid null, and deposits forfeited.

(b) Balance payment shall be deposited within TWO (2) working days of the acceptance letter. Failure shall entail forfeiture of all deposited amounts and blacklisting of the bidder.

(c) If the highest bidder fails to comply with sub-clauses (a) or (b), the space shall be allocated to the Second Highest Bidder, with the same conditions mutatis mutandis. If the Second Highest Bidder likewise fails, the same cycle shall continue with the Third Highest Bidder, and so on, provided that the bid amount is not below the reserve price and PAMCO considers such a bid to be reasonable.

(d) The Security deposit(s) of unsuccessful bidders shall be refunded after the due conclusion of the bidding process.

- 11. Taxes & Duties:** All Federal, Provincial, and local taxes, duties, and levies arising from this arrangement shall be the sole responsibility of the Allottee.
- 12. Execution of Formal Contract:** Notwithstanding anything contained herein, the successful bidder shall have no enforceable rights or claims against PAMCO until execution of a formal written contract duly signed by both Parties. Until such execution, these Terms & Conditions, together with the Auction Notice, shall be binding in full force.
- 13. Indemnity:** The Allottee shall fully indemnify and hold harmless PAMCO, its officers and agents, against all claims, damages, penalties, or liabilities arising from use of the premises, non-compliance with law, or acts/omissions of the Allottee.
- 14. No Subletting/Assignment:** The Allottee shall not sublet, license, assign, transfer, or otherwise part with possession, in whole or part, of the allotted premises. Any such act shall be void and shall automatically terminate the contract and entitle PAMCO to compensation as may be prescribed.
- 15. Restrictions on the Successful Bidder:**
- 16. Operational Takeover:** The Successful Bidder shall take operational responsibility of the space within seven (07) days from issuance of the acceptance letter.
- 17. Withdrawal before Acceptance:** Any Successful Bidder may withdraw his/her/its/their bid/offer before issuance of acceptance letter, however, in such a situation, the amount so deposited by the Successful Bidder shall be forfeited and the Successful Bidder or his/her/its/their successors/representatives/heirs shall have no right to claim the said amount in any manner whatsoever.
- 18. Utilities:** Electricity should be supplied at rates determined by PAMCO, with sub-metering where feasible. Until finalization of the same, a provisional rate of **PKR 80/unit** shall apply.
- 19. Submission of Applications:** Prospective bidders may submit applications, requisite documents, and security deposits in accordance with the Auction Notice and these terms, to the undersigned at least three (03) days before the date of auction by 5:00 PM.
- 20. Dispute Resolution:** PAMCO and the Successful Bidder shall initially resolve any kind of dispute, issue, or controversy, if any, through mutual negotiations within seven (07) clear days from the date of such dispute. In case of failure of mutual negotiations, the matter shall be referred to the Secretary Live Stock _____, being the sole Arbitrator, who shall either proceed with the arbitration matter himself or appoint any of his nominee or constitute a Board of Arbitrators with the assignment to proceed with the arbitration proceedings under the Arbitration Act, 1940. The decision of the arbitrators shall be final and binding upon the parties

21. Cancellation of Auction: PAMCO shall have the right to cancel the auction proceedings at any time without assigning any reason.

22. Termination Clause: PAMCO may terminate the auction proceedings, conclusion of the auction, and/or the Agreement in case of any breach, non-performance, against the law, and/or public interest after due process of formalities and the relevant provisions of law. After termination of the auction proceedings, conclusion of the auction and/or Agreement, the Successful Bidder/Contractor shall hand over the premises allotted by PAMCO to the Successful Bidder/Contractor in its original condition forthwith.

23. Extension: The arrangement may be extended for such further period(s) as may be mutually agreed in writing, strictly subject to the Allottee's satisfactory performance and compliance with the terms stipulated between the parties.

24. Miscellaneous:

- (a) The auction is conducted strictly on an "AS IS WHERE IS" basis.
- (b) No tenancy or lease rights shall be accrued; this arrangement is purely contractual and terminable.
- (c) PAMCO reserves the right to annul or amend the process at any stage without liability.
- (d) Extension of term shall be at PAMCO's sole discretion, subject to satisfactory performance and an increase in the annual rental with mutual consent.

INTEGRATION: These Terms & Conditions, together with the Auction Notice and the Contract Agreement, shall form a single binding instrument, enforceable in law, and shall prevail over any oral or implied representations.

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 acknowledges 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 his/her entity has never been 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/entity for all intents and purposes. The Deponent and/or his/her entity shall not challenge the decision of the CEO in any forum of law.
- (6) That the Deponent and/or his/her entity shall be solely 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 to the entire terms and conditions as settled in the Auction Notice, the Terms of Reference, and after 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 _____, 2025, that the contents of the Affidavit are true and correct to the best of my knowledge and belief and that nothing material has been concealed therefrom.

DEPONENT