



TERMS OF REFERENCE (TORs)

Auction Item	Used Batteries
Basis of Sale	Single lot, on an "as is, where is" basis
Bid Security	PKR 70,000/- (refundable)

These Terms of Reference and Conditions shall govern the auction, payment, handover and removal of the used batteries offered by the Punjab Masstransit Authority (PMA). Participation in the auction shall constitute the bidder's unconditional acceptance of these terms.

1. Responsibilities of the Successful Bidder

The successful bidder shall be solely responsible for the following:

- 1.1 Arranging, at its own cost and risk, all labour, vehicles, loading equipment, protective material and other resources required for the safe lifting, handling and transportation of the used batteries from the designated PMA premises.
- 1.2 Bearing all expenses relating to inspection, preparation and submission of the bid, loading, transportation, storage, permits and compliance with all applicable environmental, occupational health and safety, transport and waste-management requirements.
- 1.3 Ensuring that no leakage, spillage, damage to PMA property, obstruction or safety hazard occurs during loading or removal. Any loss or damage caused by the bidder, its employees, representatives or contractors shall be made good by the bidder at its own cost.
- 1.4 PMA shall not be liable for any expense, loss or liability incurred by the bidder in connection with the inspection, bidding, handling, loading, removal, transportation or storage of the auctioned batteries.

2. Ownership of Ancillary Materials

- 2.1 Only the used batteries specifically identified and handed over under the auction lot shall be sold. Any racks, stands, pallets, trays, containers, fixtures, tools or other materials belonging to PMA shall remain the property of PMA and shall not be removed by the successful bidder unless expressly included in the auction documents.

3. Quantity, Condition, Verification and Payment Basis

- 3.1 The stated quantity or weight of the used batteries, if indicated in the auction notice, shall be treated as approximate and may vary. The final payable amount shall be determined on the basis of the actual quantity and/or weight handed over to the successful bidder.
- 3.2 The final quantity shall be verified through a joint physical count and/or weighing on a calibrated scale. The verification recorded by the authorized PMA representative at the time of handover shall be final for payment purposes.

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- 3.3 Bidders shall, prior to submission of their bids, inspect and satisfy themselves regarding the quantity, type, condition, capacity, quality and suitability of the batteries. The batteries shall be handed over on an 'as is, where is' basis. Upon handover, PMA shall not be responsible or liable for any deficiency in quantity, quality, condition, capacity, performance, suitability, shortage, damage or subsequent deterioration of the batteries.

4. Payment Procedure

- 4.1 The successful bidder shall deposit the entire payable amount within three (03) working days from the date of acceptance of the bid or issuance of the award/intimation, through a Demand Draft or any other payment instrument/mode approved by PMA, in favor of the following account:

MASSTRANSIT AUTHORITY NON-FARE REVENUE (NFR) FUND ACCOUNT

- 4.2 The batteries may be collected only after verification of full payment by PMA. Title and risk in the auctioned batteries shall pass to the successful bidder upon confirmation of full payment and execution of the handover/receipt documentation.

5. Collection and Removal of Auctioned Batteries

- 5.1 The successful bidder shall complete the lifting and transportation of the auctioned batteries within three (03) working days after confirmation of payment, or within such period as may be notified in writing by PMA.
- 5.2 Failure to collect the auctioned batteries within the prescribed period may result in forfeiture of the bid security and other deposited amounts, subject to applicable rules and the terms of the auction.

6. Other Terms and Conditions

- 6.1 PMA shall not be responsible for any loss, damage, shortage, leakage, deterioration or non-compliance arising during or after the handling, loading, transportation or storage of the auctioned batteries by the successful bidder.
- 6.2 If the successful bidder fails to complete the auction process in accordance with these terms, including failure to deposit the total payable amount within three (03) working days, the bid security shall be forfeited. The bidder may also be proceeded against for blacklisting or debarment for a period of up to three (03) months, strictly in accordance with the applicable rules and due process.
- 6.3 Bid Security shall be refunded to all unsuccessful bidders upon completion of the bidding process.
- 6.4 If the successful bidder refuses or fails to complete the transaction, PMA may, after completion of the applicable formalities and subject to the relevant rules, offer the auction lot to the next highest eligible bidder.
- 6.5 The bid security shall not be adjusted against, substituted for or treated as part-payment of the final payable amount. It shall be released or forfeited only in accordance with the auction terms and applicable rules.

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6.6 All prices quoted by bidders shall be exclusive of applicable taxes, duties, levies and charges. The successful bidder shall be responsible for payment of all applicable taxes and statutory charges in addition to the accepted bid amount.

6.7 PMA reserves the right to accept or reject any or all bids, or to cancel the auction process before acceptance of a bid, in accordance with applicable laws and rules.

[Handwritten signatures and initials in blue ink]