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**BID DOCUMENT**

**INVITATION FOR SEALED BID AUCTION OF COMMERCIAL PLOTS IN MARBLE CITY RISALPUR**

Pakistan Stone Development Company [PASDEC] established under section 42 of Companies Act 2017 working under Ministry of Industries and Production, Government of Pakistan intends to auction limited numbers of “**Commercial Plots”** in its Marble City Risalpur [MCR] project located adjacent to locomotive factory, Mardan- Nowshera Road near Bara-Band. PADEC invites sealed bids from interested Individuals/ Firms/ Companies under “Sealed Bid Auction Method”.The projecthas substantial foot print of industrial units expanding day by day providing attractive and unique opportunity for economic activities in the commercial area within the MCRproject.

**SCOPE:**

The leasehold rights of commercial plotsare being offered and shall be handed over to successful applicants after necessary development works. Plots at this stage are being advertised for auction at a subsidized reserve value of Rs. 2,587,500. PASDEC shall facilitate in providing the amenities for conducivebusiness environment. Individual Plot(s) shall be developed by the allottees themselves in accordance with the standard terms and conditions applicable or amended from time to time subject to MCR Bye-laws and other SoPs duly approved by the PASDEC.

**SITE CHARACTERISTICS**

After the success of the Marble City Risalpur (MCR), an area comprising (4.5 Kanal) was allocated for commercial activities at eastern end belt when the demand of commercial area arouse upon increase in population of MCR. The management decided to launch the Commercial Plots of MCR in order to overcome the gap and bring commercial services within the vicinity for stakeholders and nearby population.

**Key Features**

1. Plot Size (approx.) 20 x 22.6 (450 sq.ft.)
2. 200 ft. wide access road
3. 65 ft. wide parking & drive way facility
4. Nearby allocated land for Majid
5. Easy approachable to public in general and factories

**INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF SEALED AUCTION BID:**

1. Bidders must submit their bid(s) on prescribed “Application Form” enclosed as **Annexure - A**, duly filled in all respect, along with requisitedocumentation.
2. Single bid Application shall be submitted for each commercial plot. Bidders interest in multiple plots shall submit separate applications for each plot.
3. Bids submitted not on application form or without the required document(s) can be rejected at discretion of PASDEC.
4. Bids must accompany **Rs. 15,000 processing fee (non-refundable) and Rs. 100,000/- bid securityin shape of two separate POs/DDs** in favor of “**PASDEC-Marble City Risalpur.”**against each plot.
5. Bids must be sealed and marked as **“Sealed Bid for Commercial Plots in Marble City Risalpur”** under Single-Stage-One-Envelope procedure, which should reach the undersigned by **11:00am** on 30th December 2021. Bid(s) received afterwards shall NOT be entertained. The bids shall be opened on same day at 12:00 pm in presence of interested participants at PASDEC Head Office Islamabad.
6. The bidder shall submit bid and quote price [**not less than reserve value**]of the plot in PAK RUPEES [lump sum] without fraction &separate bid for each plot along with bid security & processing fee shall be submitted.
7. The bid against any plot shall be considered as cancelled if quoted price is less than the reserve value of the said plot.
8. Bids through email/fax shall not be accepted,incomplete, late, bids without bid security and processing fee shall not be accepted.
9. Bid shall be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid and must be manually signed. Any negligence on part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid.
10. PASDEC reserves the right to accept or reject any or all bids prior to acceptance of bids as per the PPRA Rule No.33.
11. This invitation for sealed bid is open to all Pakistani nationals whether residing in Pakistan or abroad. The Companies/Firms duly registered under the law of Pakistan are also eligible to submit the offer for the aforesaid Plot.
12. If any Person/ Firm / Company intends to bid/offer on behalf of another person/company/firm shall be required to submit a special power of attorney or a sealed (embossed) resolution or authorization from the company /firm authorizing him/her to submit bid/offer on their behalf along-with a copy of certificate of incorporation or registration.
13. All bidders (as the case may be such as company / partnership/ firm / individual) shall be required to submit the other documentation as per the PASDEC policy and practice at later stages.
14. The bidder shall be bound to satisfy himself about the plot as described under “Plot Description” and no claim at a subsequent stage shall be entertained in this regard.
15. In the event of withdrawal of bid by the bidder for whatever reason, the bid security (Rs. 100,000) amount shall NOT be refunded and the same shall be forfeited.
16. In case two or more participants have placed an equal highest bid, an additional round of bidding will be organized for them only within 03 working days. The starting price of the additional round will be the highest bid of the first round. The said additional round will be organized and communicated to the highest participants at later stage.
17. Based on the highest value (over and above reserve value), Allotment Priority Sheet (APS) shall be devised. Based on the same potential allotteewill be issued the plot numbers.
18. Upon acceptance of a bid, the bid security of the successful bidder shall be adjusted in the plotpayment.
19. Successful bidder will be required to pay Govt. tax(es) in addition to offered bid.
20. In case desired plot allocation has been completed, all bid security of balance applicants (lower amount) will be refunded.
21. Any decision of PASDEC’ management regarding auction, acceptance or rejection of the bid, and forfeiture of bid money, shall be final and shall not be called into question by the bidder at any forum/court of law.
22. The correspondence shall be made at the address indicated by the bidder/attorney and it will be sole responsibility of bidders to communicate any change in address to the PASDEC. If the successful bidder does not receive any intimation from the PASDEC within 15 working days, he himself shall have to contact to the PASDEC to inquire about the status of his bid.
23. PASDEC employees or their dependents shall not be eligible to participate in the said Bidding / Auction.

PAYMENT MODALITY:

1. The quoted bid price shall be final price of plot and complete payment of plot shall be made by the applicant in lump sum within **07 days** after the confirmation of APS.
2. Premium cited plots shall be charged 10% in addition to the quoted price.
3. All payments shall be made in shape of PO/DD in the favor of “PASDEC- Marble City Risalpur”.

TERMS AND CONDITIONS FOR COMMERCIAL PLOT IN MARBLE CITY RISALPUR

The following terms and conditions shall be binding on the applicant(s) applying for commercial plot at marble city Risalpur located adjacent to Nowshera Industrial Estate, Risalpur.

1. **USE OF LAND**

Subject to terms and conditions contained herein, the plot(s) shall only be used for commercial activities, NOT of Industrial and manufacturing. The notable preferences are as under:

1. Food Services, Retail Trade & General Utilities
2. Show room & Display centers
3. Administration, Business Support & Services
4. Construction Services, Educational Services
5. Finance and Insurance
6. Healthcare & Social Assistance
7. Real Estate, Rental and Leasing
8. The plot shall be used for commercial purposes without going into any processing facility related to any industry. The negative businesses list is as under:
9. Residential Apartment (except one floor)
10. Govt. Banned Businesses
11. Hospitals
12. LPG Cylinder / any chemical Sale or Storage
13. Animal centers
14. Area of the plot may marginally decrease in accordance with the site plan, and difference in area arising from such change will NOT be accounted for in the total price as per rate prescribed by PASDEC’s management.
15. Any incentive / benefit granted by the Govt. will be passed on to the Allottee.
16. Any increase in the development cost of the plot due to decision of worthy court shall be borne by the Allottee.
17. Any false and misleading information/ statement/ document shall result in the rejection of Application and/or cancelation of plot allotment as per policy and decision of PASDEC shall final.
18. Failure of the Applicant / Allottee to meet the timelines provided for, in respect of the payment / schedule / operation / construction may result in the cancellation of the allotment and subsequent refund (90% of the amount paid by the Applicant to PASDEC without any markup whatsoever) after the cancelation / repossession, Allotment of plot will be offered to the next Applicant, if agrees to enter at the stage with full liabilities.
19. Annual ground rent and maintenance charges as notified by PASDEC will be payable by Allottee at the start of each Fiscal Year to PASDEC. This amount / charges payable are liable to subsequent increase(s) as determined by the Management Committee. The maintenance charges will be cumulated and charged as per the acquired area / land in the commercial area of industrial estate.
20. Any additional development cost arising inter-alia, from addition and variation in works or price escalation, as assessed by PASDEC, shall be borne by the Allottee.
21. Any violation of the terms and conditions, building regulations framed by PASDEC or otherwise prescribed under the laws of Pakistan may result in cancellation of the allotment / license sublease and subsequent repossession of the plot.
22. All formalities and expenditures (including without limitation stamp-duty and registration fee) to be incurred on execution / registration/ transfer or any license (as the case may be) or any other document and deed pertaining to the transfer of the plot shall be carried out and be borne by the Allottee.
23. All or any approvals / safety standards required to be obtained for the project and / or for investing in or acquiring a plot in the commercial area of Marble City Risalpur shall be the sole responsibility of the Applicant.
24. The Allottee shall ensure the Environmental standards prescribed under the Environmental Law of Pakistan and the PASDEC standards (notified from the time to time) if any, are met with regard to Environmental protection. Failure by the Allottee to do the same may result in cancelation of the plot.
25. In addition to the terms and conditions contained here PASDEC shall have the sole discretion to impose further terms and condition from time to time which shall be binding on the Allottee.
26. In case of demise of an Allottee (where an individual) after allocation / allotment his/ her heir(s) shall be entitled to all rights available to the Allottee upon furnishing a Succession Certificate from the Court. Such legal heir(s) shall be bound by the same terms and conditions as were agreed by the Allottee and Legal Heir(s) shall execute such documents and undertakings as are required by PASDEC.

**(On worth not less than Rs. 30 Judicial Stamp Paper duly attested)**

**TERMS & CONDITIONS FOR COMMERCIAL PLOT AT MARBLE CITY RISALPUR**

By Virtue of this, I hereby undertake that:

1. The plot shall be used for commercial purposes only as per the policy frame work for commercial plots attached in application form.
2. Area of the plot may increase or decrease in accordance with the site plan, and difference in area arising from such change will be accounted for in the total price as per rate prescribed by PASDEC’s management.
3. All building plans/drawings shall comply with the bye-laws/regulation of commercial area of MCR, as may be amended from time to time by PASDEC.
4. The project should be completed and commissioned in 12 months from the date of Issuance of Acceptance Letter. Failure of Allottee in such respect, may lead to cancellation of plot.
5. PASDEC shall issue Certificate of Completion after completion of building as per plan to the satisfaction of PASDEC.
6. The construction plan and construction of building(s), structure(s) and facility(s), shall be approved by PASDEC in accordance with the Building Bye Laws and Building Regulations provided by PASDEC. In the event of any violation in this respect, the Allottee shall make rectification on his/her cost [including demolishing any part or whole building(s), structure(s) and facility(s)], within such time period as shall be specified by PASDEC, failing which PASDEC reserves the right to revoke the Allotment.
7. Any increase in cost of land / developmental cost of plot due to decision of worthy court / or any other reason shall be borne by Allottee.
8. PASDEC’s management reserves the right to cancel entitlement/allocations/allotments / allocation etc. any time in case of incorrect information, violation of terms and conditions and bye-laws on part of the Allottee, or any act on his/her part which is construed against the larger interest of the project, or is adversely affecting its goodwill, or sabotaging the interest of public, or threatening or causing physical/mental harm to any staff member of the project.
9. Any additional development cost arising inter-alia, from addition and variation in works or price escalation, as assessed by PASDEC, shall be borne by the Allottee.
10. The incorporated company / Partnership / Individual has a clean bank record and is not a defaulter.
11. All Government taxes, levies and charges shall be solely borne by the Allottee.
12. Allottee shall pay to PASDEC the annual ground rent and maintenance charges at the start of each Fiscal Year, as notified by PASDEC. The amount may likely increase as shall be determined by PASDEC’s Management. The accumulated maintenance charges of the Marble City will be charged as per the allotted area / land.
13. In case of any delayed payment in future, the Allottee shall pay a penalty surcharge as devised by PASDEC.
14. All formalities and documentation involved in the transfer of the plot shall be carried out, and expenditure thereof, whatsoever, shall be borne by the Allottee.
15. All or any approvals required to be obtained for the project and / or for investing in or acquiring a plot in commercial area of MCR shall be the sole responsibility of the Allottee.
16. Transfer of plot will be done upon submission of prescribed transfer charges and clearance of all outstanding dues.Both the parties (transferor and transferee) and witnesses shall sign the application for transfer of plot in person in presence of Transferring Authority. In case a General Power of Attorney is produced by transferor, it should be registered 15 days in advance from sub registrar, and shall be subject to verification by PASDEC’s management.
17. PASDEC Management Committee reserves the right to cancel the allotment of plot(s), in any stage of structural change development – if any – with forfeiture/confiscation of any or all amounts deposited to cover default liabilities in respect of, but not limited to, payment of installment/surcharges/maintenance charges/operational charge/ground rent, payments and penalties whether for marble city or any of PASDEC’s procurements, projects or departments, in case the liability affixed by Competent Forum of PASDEC is not fulfilled within the prescribed timelines. The plot, with or without any development, shall be allotted to next applicant
18. The Allottee shall ensure compliance with Environmental standards prescribed under the Environmental Law of Pakistan. Failure of Allottee in this regard may result in cancelation of the plot.
19. PASDEC reserves the right to amend these terms and conditions, as shall be judiciously required from time to time, compliance whereof shall be binding on the Allottee.

**Declaration:**

I have read and understood the terms and conditions as stated above and agree to abide by them and the regulation set by PASDEC. In the event of failure on my part in complying with the terms and conditions, and regulations, framed or shall be amended from time to time, by PASDEC, I shall have no right of challenge in respect of any decision of the PASDEC’ Management.

Signature Date

**Annexure – A**

**PASDEC**

**Application Form for**

**Participation in**

**Auction of Commercial Plot in Marble City Risalpur**

File No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder Name:

S/o:

Resident of:

Postal address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CNIC / Passport No /registration No: (copy enclosed)

NTN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact (Mobile No.):

Type of Business Entity: Incorporated Company Partnership Sole Proprietorship (Please tick as appropriate)

BRIEF ABOUT BUSINESS / SERVICE / ACTIVTY

I hereby request my participation in the auction anddeposit amount of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- as bid securitythrough PO/ DD \_\_\_\_\_\_\_\_\_\_ dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for purchase of commercial plot \_\_\_\_\_\_\_\_\_ against the my Bid valuing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (100% plot price in lump sum) for commercial plot.

\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_ Applicant Name& Signature:

**FOR OFFICE USE**

**PASDEC**

Applicant’s Signature Dated of application:

**Acknowledgement Receipt for Commercial MCR**

Form No: \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ Name:

Name of company: Industry:

CNIC: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone:

Amount Deposited DD/PO # Dated:

Received by

Name and Designation of official Date: