

**REQUEST FOR PROPOSAL**  
**FOR**  
**CONSTRUCTION OF UNDERGROUND PARKING FACILITY**  
**AT BAGH-E-IBN-E-QASIM, CLIFTON, KARACHI**  
(IN PUBLIC PRIVATE PARTNERSHIP MODE)



Issued By:

**Transport & Communication Department**  
**Karachi Metropolitan Corporation**

February, 2014

## **1. BACKGROUND OF REQUEST FOR PROPOSAL (RFP)**

In accordance with the commitment of Karachi Metropolitan Corporation (KMC), its Transport & Communication Department, has developed a strategy to provide Off-street Parking Facilities, with a view to ensure efficient, comfortable, reliable, safe and adequate facilities to alleviate the problems related to parking regulations, management and control.

The Transport & Communication Department, on behalf of the Karachi Metropolitan Corporation (KMC), issues this Request for Proposals (RFP). It invites interested local / foreign firms / companies to submit proposals for construction, management, operation & maintenance of underground parking facility at Bagh-e-Ibn-e-Qasim, Clifton, Karachi, along with restoration of the park at its original condition, under Public Private Partnership (PPP) Mode, according to single stage – two envelope procedure, in conformity with Sindh Public Procurement Rules (SPPR)-2010. This RFP is being provided to inform about the process, evaluation criteria and other details, and to give guidance to bidders in the development of proposals for creating an environment in which the private sector can develop quality off-street underground parking facility.

In the following pages of this RFP basic information is provided to facilitate the bidders in conceptualizing the project properly and making a realistic and workable proposal in Public Private Partnership (PPP) Mode.

## **2. INTRODUCTION AND OVERVIEW**

Karachi is the largest commercial, industrial and port city of Pakistan having an estimated population of 20 million and 3.2 million registered vehicles plying on the city roads. The rapid increase in population and vehicles has put a tremendous pressure on the road network. It has not only created problems for smooth flow of traffic but also increased the parking demand, especially in the central business district and commercial areas of the city.

The recent policies and low mark up rates on the purchase of new cars from financial institutions and car leasing companies have given a boost to the local automobile industry and the production has gone to 24% per annum. This trend is indicative that the vehicle ownership will grow at high rates in the coming years which will be a serious burden on the existing insufficient road infrastructure.

Today, extensive on street parking are provided on almost all major roads and commercial centers of the city, which has seriously restricted the space for moving traffic. In addition, the unavailability of off-street parking facilities has further aggravated the situation on surrounding roads.

## **3. NEED OF THE PROJECT**

The Sindh High Density Development Board Act, 2010 provides for creation of High Density Development Board to ensure coordinated and integrated development of high density zones in the urban centers of the Province.

Consequently, the Sindh High Density Development Board has been created. The Board has already approved high rise project on Plot No. 5 & 6, CF 1-5, Old Clifton Quarters, Karachi. Keeping in view the future trend of development in high density zones, it is

essential to address the future requirement of road network development and other transport infrastructure needs as a result of the increased travel demand, parking demand and commuting requirements.

The Bagh-e-Ibn-e-Qasim is located at Shahrah-e-Firdousi, with high parking demand in its surroundings, having no defined parking, facility for the visitors. Keeping this fact in view and to develop off-street parking facility in the context of high density zone initiatives and taking mitigative measures, it is proposed to develop underground parking facility at Bagh-e-Ibn-e-Qasim, Clifton, Karachi at an area of around 5 acres as indicated in the plan attached at Annexure-“A”. The facility would comprise of three (03) level underground parking floors with estimated capacity of around 2100 cars and 450 Motor cycles. After development of the said facility, the Park shall be restored as per its original position. The project shall be taken-up under the Public Private-Partnership Mode.

This project is aimed at improving upon the existing deteriorated parking system of the city in general and in & around Bagh-e-Ibn-e-Qasim, Clifton, Karachi in particular and to relieve the existing road network from the concentration of on-street (road side) parking which has seriously restricted the road right of way and has led to serious congestion and bottlenecks on the city roads.

#### **4. OBJECTIVE OF THE OFF-STREET PARKING FACILITY**

To accommodate the rising demand of parking it is necessary to provide off-street parking facilities in close proximity of the central business district and commercial areas where the parkers can reach the desired destination as quickly as possible. The objectives of off-street parking are as follows:

- To reduce parking demand on roads.
- To allow parking at designated places.
- To provide more spaces for moving traffic.
- To accommodate long term parkers.

#### **5. PARKING DEMAND AND NEEDS**

The economic justification for the construction of any new parking facility must be based on strong need on identifiable parking demand in that particular area. The proposed parking facility is situated in the Bagh-e-Ibn-e-Qasim, Clifton, Karachi where recently, under the high density zone development initiative, the Sindh High Density Development Board has approved a project. The said initiative will definitely require provision of extensive parking facilities in the area besides improvement of road network within the influence area. With increased vehicular traffic passing closely to the proposed site, the parking demand is bound to increase. Tremendous land use development and re-development and other anticipated economic activities will certainly become potential reality in the coming years. This will provide impetus to much increased parking demand from the levels and calculations at present have been made, without much known information about future developments likely to occur in the near future.

## 6. SALIENT FEATURES OF THE PROJECT

- The project comprises of construction of 3-level underground parking facility on the portion of Bagh-e-Ibn-e-Qasim, measuring around 5.0 acres, as per the location plan attached at Annexure-“A”, and restoration of the park to its original status.
- The procurement process is to be taken up in Public Private Partnership Mode, in compliance of the provisions of SPPR-2010 and Public Private Partnership Act-2010.
- The procurement process shall be on the strategy of highest return / profit for the government with fixed concession period of thirty (30) years.
- The basic details on which the underground parking facility is to be developed consists of the following:
  - i) Location : At the North-East portion of lawn of Bagh-e-Ibn-e-Qasim, Clifton, Karachi on an area of approx. 5.0 Acres as per the enclosed plan.
  - ii) Structure : Three (3) level, underground R.C.C. structure.
  - iii) Capacity : Approximately 700 cars at each floor.
  - iv) Landuse : No commercial activity allowed.
- In addition to above, following features should also be considered for provision in the parking facility for safety and efficient utilization / operations of the same, as it is aimed to be designed / based on state-of-the-art systems:
  - i) At least two or more entry / exit points.
  - ii) All entry / exit ramps should be approx. 22’ wide or more for two way traffic movement, with mild gradients.
  - iii) The parking entry points to be fitted with state-of-the-art under-vehicle inspection systems.
  - iv) Sufficient number of Security Cameras to be installed at parking floors, ramps and outer areas.
  - v) A complete foam-based diesel engine driven fire-fighting system to be installed at each floor. This system uses heat detectors placed on each parking floor for the detection of fire.
  - vi) Washrooms / Security Rooms are also to be constructed at each parking floor.
  - vii) Convex Mirrors (blank spot detection) are to be installed at the turns on parking ramps.
  - viii) Adequate entry / exit signs to be installed.
  - ix) Minimum two manual car wash areas may be provided.
  - x) LCD display system is to be installed at the access roads approaching the facility showing the availability of parking spaces.
  - xi) Some car parking spaces are to be reserved for the handicapped.
  - xii) For the efficient guidance of motorists inside the parking facility, LED parking guidance signs (arrow based) are to be installed on each floor depicting the parking spaces available on the respective floors.
  - xiii) The ticketing system is to be installed at the entry and exit gates.

## 7. DESIGN CONSIDERATIONS

The design of parking facility should take into consideration the following aspects:

- i) The project should be in conformity with the current construction practices and modern requirements.
- ii) Overall concept of the project design should stand with ever changing technological, socio-economic pattern and demand of the people.
- iii) The architecture should be trendsetter for other similar projects.
- iv) Basic amenities/utilities for the building must be carefully planned to meet the requirements for the life span of building.
- v) Planning should be modular and flexible for changing requirements of users.
- vi) Parking management and information system should be automated and user friendly.
- vii) Adequate provision for lighting and ventilation.
- viii) The structural elements should conform to the standards and specifications as per the prudent practices.
- ix) The structural design of the building should be earthquake resistant as per requirements of the seismic zone, in accordance with the prevailing building codes and in conformity to building & town planning regulations.
- x) The electric power supply and distribution system shall include wiring and equipment for general and special lighting, socket outlets, telephone and call bell system. The entire electrical installations shall be carried out in accordance with the standards and prudent practices.
- xi) All essential services such as electric power supply, lighting installations, telephone system, stand-by power supply system, fire alarm system, water supply & drainage system, etc shall be effectively ensured in the building.

## **8. RESPONSIBILITIES OF THE CONTRACTOR**

- i) The Contractor shall construct, manage, operate and maintain the parking facility to the best of its ability and in accordance with all valid government laws and regulations concerning the same.
- ii) The Contractor shall be responsible for the Maintenance of the parking floors, ramps, entries, exits, stairs, elevators, peripheral areas, which includes daily removal of debris from these areas, degreasing twice annually, re-striping twice annually and installation / replacement of bulbs, tube lights, repairs & maintenance of all equipments, machineries, gadgets etc., as and when needed.
- iii) The Contractor shall at all times keep a facility manager, on-site supervisor, cashier and uniformed attendants, at each of the parking levels, according to the actual demand.
- iv) The Contractor shall be responsible for the operation of all equipments, machineries, gadgets etc. placed in the parking facility.
- v) The Contractor is required to have the on-site supervision / periodical inspection of the parking structure and contact & call the Local Police, other Law Enforcing Agencies, Fire Department and other emergency / rescue agencies in the event of the need for all sorts of emergency services.
- vi) During the operation, the designated uniformed staff of the Contractor shall continuously monitor the level of vehicles parked on the floors and remaining capacity in order to timely redirect vehicles by placing "Parking Full" signs at the respective floor(s).
- vii) The Contractor shall provide and run, at its own expense, any / all equipments, consumables etc., including but not limited to, such things like generator, its fuel, UPS etc., necessary for the proper and efficient operation of the facility.

- viii) The Contractor shall notify KMC with reasonable promptness, of any unusual condition which may develop in the operation of the facility or to the facility as such, but not limited to, fire, breakage or casualty.
- ix) The Contractor shall ascertain his own figures for the influence area / roads, from where parking may be diverted to the parking facility. The KMC, however, in the interest of general public, reserves the right to change the no parking roads or convert any of them into charged parking roads after test & trial.

## **9. KEY PRINCIPLES OF THE TRANSACTION**

### **9.1 Definitions:**

Terms herein are defined below, and in Clause of the Agreement.

<b>Authority</b>	-	Karachi Metropolitan Corporation (KMC).
<b>Bidder</b>	-	Firm, Company or Joint Venture Partners, participating in the bid for construction, operation, management and maintenance of Parking facility at Bagh-e-Ibn-e-Qasim.
<b>Parking Facility / Project</b>	-	The underground parking facility over which Contractor is required to construct, manage, operate and maintain a minimum level of service specified by the Authority.
<b>Government</b>	-	The Federal Government, the Government of Sindh, or the Karachi Metropolitan Corporation (KMC).
<b>Contractor</b>	-	Successful bidder who has been selected to construct, manage, operate and maintain the Parking facility.

### **9.2 Basis for Selection of Contractor:**

The Contractor will be selected through Standard Competitive Bidding Process, based on single stage - two envelope procedure of the Sindh Public Procurement Rules-2010, according to following evaluation criteria:

### **9.3 Technical Evaluation:**

This Section shall cover the Firm's technical capability concerning experience, management techniques, operation plans etc., with special reference to parking facility operations or similar nature business.

#### **9.3.1 Technical Details:**

- 1. Experience of Firm / Qualifications of Key Personnel.**
  - a. Experience in relevant field / similar nature business.
  - b. Key personnel to be involved in the project.
- 2. Overall Business Plan & Services Proposal.**
  - a. Appropriateness and Innovation.
  - b. Quality and Professionalism.
- 3. Overall Operational Proposals.**
  - a. Security Plan.
  - b. Management Plan.
  - c. Maintenance Plan

## **9.4 Financial Evaluation:**

This Section covers Firm's financial capability concerning appropriateness, standing, liabilities, funding, arrangement of guarantees etc., with special reference to parking facility operations or similar nature business.

### **9.4.1 Financial Details:**

#### **1. Evidence of Financial Standings.**

- a. Bank Statements, showing the financial stability of the Firm.
- b. Details of works in- hand / executed with cost.

#### **2. Financial Stability Proofs.**

- a. Audited Financial Statements.
- b. Tax Returns.
- c. Financial worthiness certificate.

#### **3. Legal Affairs.**

- a. Details of Encumbrances.
- b. Contingent Liabilities.
- c. Outstanding Claims.

#### **4. Financing Arrangements.**

- a. Means of Funding for initial investments.
- b. Funding potential of operating expenses.

#### **5. Arrangements for Bonds / Guarantees.**

- a. Means of arrangements for performance bonds.
- b. Means of arrangements for bank guarantees.

## **9.5 Qualifying Criteria:**

9.5.1 The Technical Proposal (consisting Technical & Financial Details) and Financial Proposal (offer on the prescribed Bid Form {Annexure-"B"}), should be submitted in two separate sealed envelopes, which are to be clearly marked as "**Technical Proposal**" and "**Financial Proposal**".

9.5.2 The bids securing overall 70 marks, 35 in each part of Technical Proposal (Technical Details & Financial Details), as mentioned in Evaluation Criteria (Table 9.7), shall be declared as Technically Qualified Bids for opening their Financial Proposals, which shall be opened publicly in the presence of those qualified bidders, who wish to be present at the time of opening of the same, for which the bidders would be informed in advance about the time, date and venue.

9.5.3 The bidder offering highest (unconditional) bid to KMC, as per the "**Financial Proposal**" amongst all the qualified bidders will be declared as "**the Successful Bidder**", after the approval of the Competent Authority.

9.5.4 The concession period of contract shall be thirty (30) years.

## **9.6 Submission of Proposal:**

9.6.1 The proposals shall be submitted at the following address:

**The Senior Director,  
Transport & Communication Department,  
Karachi Metropolitan Corporation (KMC),  
8<sup>th</sup> Floor, Civic Centre, University Road,  
Gulshan-e-Iqbal, Karachi.  
Tel.No. 021-9230655, Fax: 0221-9231304  
E-mail:<itutcd@gmail.com>**

**9.7 Proposal Evaluation Criteria:**

S. #		CRITERIA	MAX. MARKS	MARKS SECURED
<b>A</b>		<b><u>TECHNICAL DETAILS:</u></b>		
1	a	Experience (e.g. establishment of firm) / Qualification (of Key Personnel):		
	a	- Experience of various works (preferably parking operations / similar business). *	10	
	b	- Key Personnel to be involved in parking operations(bio-data/ qualification proof)	10	
2		Overall Business Plan & Services Proposal:		
	a	- Appropriateness and Innovation.	7.5	
	b	- Quality and Professionalism.	7.5	
3		Overall Operational Proposals:		
	a	- Security Plan.	5	
	b	- Management Plan.	5	
	c	- House-keeping Proposal.	5	
		<b>Sub Total (Technical Details):</b>	<b>50</b>	
<b>B</b>		<b><u>FINANCIAL DETAILS:</u></b>		
1		Evidence Relating to Financial Standings.*	10	
2		Financial Stability Proof: *		
	a	- Audited Financial Statements (last 3 Yrs.)	5	
	b	- Income-Tax Returns (last 3 years).	5	
	c	- Financial worthiness Certificate etc.	5	
3		Legal Affairs:		
	a	- Details of any Encumbrance(s).	2.5	
	b	- Contingent Liabilities.	2.5	
	c	- Outstanding Claims (that may materially affect the financial position of the bidder).	2.5	
4		Financing Arrangements:		
	a	- Means of Funding for Initial Investments.	5	
	b	- Funding Potential for Operating Expenses.	5	
5		Proposed Arrangements for securing Performance Bond / Bank Guarantee.	7.5	
		<b>Sub-total (Financial Details):</b>	<b>50</b>	
		<b>GRAND TOTAL:</b>	<b>100</b>	

\* MARKS WILL BE ASSIGNED ON PRORATA BASIS.

**9.8 Inspection of the Parking Plaza Site:**



The T&C Department, KMC may arrange an inspection of the Parking Plaza premises for all bidders. Attendance for this inspection is optional.

**9.9 Obligations of the Contractor:**

- Construct the facility as per the prudent practices and in accordance with the prevailing Building Codes, Town Planning Regulations etc. & maintain high degree of quality by observing prescribed standards and specifications, without any financial implication on KMC.
- Obtain all utility connections in the name of KMC with no financial implication on KMC.
- Charge parking fees / collect charges as per relevant provisions of the Agreement.
- Maintain high quality of up keep, cleanliness and hygienic conditions.
- Provide service information and publicity.
- Report operating performance and data to the authority.
- Maintain security, fire fighting arrangements etc. at all times and as may be directed by the KMC from time to time.
- Not to change, alter, amend, construct or add any structure, partition, compartment, section cubicle, etc. in deviation of the approved building plan, without the written permission of the KMC.
- Not undertake any commercial activities.
- Prohibit unlawful activities.

**9.10 Obligations of the Karachi Metropolitan Corporation (KMC).**

- Provision for periodic revision in Parking Charges for the Parking Services based on change in specified Cost Index.
- Provision of support in “No Parking” implementation on the roads where parking is banned & parking regulation through enforcing agency.
- Accord all approvals / permissions within reasonable time as specified in the Agreement.

**9.11 Revenue Base:**

- (i) Collection of Parking Entry Fee / Charges from the Vehicles entering the Underground Parking facility premises, according to the rates as defined in the Agreement.
- (ii) Income from washing of vehicles at the designated places of parking facility.

**10. RFP PROCESS AND TIME TABLE**

**10.1** The purpose of this RFP is to formally invite bidders to submit proposals for Construction, Management, Operation and Maintenance of Bagh-e-Ibn-e-Qasim Parking Facility, Clifton, Karachi.

**10.2** The entire tendering process, including bidders’ proposals shall be in English.

**10.3 The RFP Package:**

The services to be provided by the bidders, the procedures to be followed during the tendering process and the terms & conditions of the draft Agreement are described in this RFP Package. The RFP Package consists of:

- The RFP itself.
- Bidder’s Commitment Letter, through which the bid (financial proposal) is to be forwarded / deposited - Annexure-“B” to the RFP.

- Draft Agreement - Annexure-“C” to the RFP.

## **11. PROPOSAL FORMAT AND CONTENTS**

### **11.1 Contents of the Proposal:**

Each proposal shall consist of the Bidder’s Commitment Letter, together with the following:

#### **Technical & Financial details should contain the following information:**

- (a) Confirmation of conformance with all mandatory tender requirements, including the Security, Management & Operational strategy and a description of the corporate structure of the bidding entity along with documentary evidence and its relation with companies and individuals, associated with the proposal;
- (b) Qualifications and Experience of firm and key Personnel, including:
  - (i) Security Arrangements & Management.
  - (ii) Summary of Corporate Experience.
  - (iii) C.Vs of Managers and Key Personnel to be involved in the Operation / Management.
  - (iv) Emphasis should be given to previous experience in Parking operations or other related projects / operations, including experience in:
    - Security & Safety Arrangements & Management.
    - Operating Customer Responsive Parking Services.
    - Adequate Business Management Experience and ability to Cultivate Corporate Environment.
    - Ability to Manage and Operate Parking Operations.
  - (v) Financial status of Firm
    - Audited financial statement for the last three years / proof of Financial Capability.
    - Statements / Details of Assets and Liabilities.
    - Financial standing proofs.
- (c) **Business Plan for the Contract Period, including:**
  - Organizational structure and number of staff by category.
  - Staff recruitment and training plans.
  - Budget for first year expenditures and revenues.
  - Proposed quality control procedures.
  - Parking charges as proposed in Schedule at Annexure-“B”.

## **12. OBLIGATIONS AND STATUS OF PROPOSALS**

### **12.1 Proposal as Binding Offers**

#### **12.1.1 Bidders’ proposals:**

- (a) Are binding offers, which the KMC may, in its sole discretion accept at any time prior to the expiration of the Proposal Validity Period as specified in section 12.4.1 & 12.4.2; and
- (b) Shall continue to be binding offers pursuant to the RFP, notwithstanding any contract negotiation, which may proceed between the KMC and any bidder.

### **12.2 Cost of Proposals**

- 12.2.1 The bidder shall bear all costs and expenses with respect to the preparation and submission of its proposal and its participation in the bidding process.
- 12.2.2 The KMC shall not be responsible for, or liable to pay any tendering costs to any bidder, regardless of the conduct or outcome of the bidding process.

### **12.3 Confidentiality:**

- 12.3.1 After the public opening of the proposals the KMC shall not disclose information relating to;
  - (a) The Examination, Clarification and Evaluation of Bids, or;
  - (b) Recommendations concerning award, to bidders or other persons not concerned with the tendering process until the successful bidder is notified of the award.
- 12.3.2 Bidders acknowledge that the tendering process is a public process and while the KMC will endeavor to keep the bidders' proposals confidential, the KMC shall not be liable in any way should information relating to the contents of the bidders' proposals become public.
- 12.4 Period of Validity of the Proposal:
  - 12.4.1 Proposals shall remain valid for a period of three (03) months, commencing from the Submission Deadline or as established by RFP Section 12.5.1 or as amended pursuant to RFP section 12.4.2 (the "Proposal Validity Period").
  - 12.4.2 The KMC may solicit bidders consent to an extension of the proposal validity period. The KMC's request and the bidders' responses thereto shall be made in writing. A bidder may refuse the KMC's request to extend the Proposal Validity Period, in such case the proposal would become invalid at the end of the three (03) months period. A bidder granting the request will not be required, nor permitted, to modify is proposal.
- 12.5. Modification of Proposals:
  - 12.5.1 Bidder, in any case, shall not be allowed to modify proposals after submission, except, if invited by the KMC to negotiate the terms which shall be mutually agreed.
- 12.6 Withdrawal of Proposals:
  - 12.6.1 A bidder may withdraw its proposal after submission, provided that a Notice of withdrawal is received by the KMC, prior to the Submission Deadline.

## **13. SUBMISSION, RECEIPT AND SIGNING OF PROPOSALS**

### **13.1 Original, Copies and Signing of the Proposal;**

- 13.1.1 The bidder shall prepare and submit an original plus two (02) copies of technical proposal & only one original financial proposal. In the event of any discrepancy between the copies and the original, the original shall govern.
- 13.1.2 The person(s) duly authorized to bind the bidder to the proposal and Agreement, shall sign the proposal, by signing the original and copies of the Bidder's Commitment Letter.
- 13.1.3 Sealing and Labeling of 'Technical' and 'Financial' proposal in separate envelope

### **13.2. Each bidder shall:**

- (a) Seal the original proposal documents (technical as well as financial proposal in separate envelopes) and place in one envelope, labeling as "Original Proposal";
  - (b) Seal two (02) copies of the technical proposal in a separate envelope, labeling as "Copies Proposal". Copies of financial proposal are not required.
- 13.2.1 All envelopes in a package, referred to in above RFP Sections, shall:
    - (a) Be addressed to the KMC at the address specified in RFP Section 9.6.1;
    - (b) Include the title and reference number of the tender; and

- (c) Contain Pay Order, along with the financial proposal / bid form (Annexure-“C”), to be submitted as bid security, equal to 2% of bid amount, in the name of Transport & Communication Department, KMC. The Pay Order (bid security) of un-successful bidders shall be returned back upon signing of the Agreement with the successful bidder.

### **13.3. Deadline for Submission of Proposals**

- 13.3.1** Proposals must be received by the KMC not later than 18<sup>th</sup> March, 2014 at 02.30 p.m. (local time) at the address given above in RFP section 9.6.1.
- 13.3.2** The Bidder shall deliver all proposals by hand or courier to the contact person stated above, or his representative. Bidder shall not submit proposal by facsimile or electronic media. Each Bidder shall be solely responsible for timely delivery of its proposal to the address stated above.
- 13.3.3** Any proposal received by the KMC after the Submission Deadline, shall be returned to the bidder unopened. However, the KMC may, in its sole discretion, extend the submission dead line by amending the RFP, in such case all rights and obligations of the KMC and Bidder will thereafter be subject to submission deadlines as extended.

## **14. OPENING AND EVALUATION OF PROPOSALS**

### **14.1 Receipt of Proposals.**

- 14.1.1** All bids correctly delivered to the Transport & Communication Department, KMC will be acknowledged in writing to the bidder at the address given by the bidder.

### **14.2. Opening of Proposals.**

- 14.2.1** The designated committee of TCD will open the proposals, which were submitted on or before the Submission Deadline. The TCD will prepare a list of the proposals received and the designated committee will announce the names of each bidder. The bidders who have submitted the proposal may note for their information, however, no public announcement of bids will be made.

### **14.3 Conformance check of Proposals**

- 14.3.1** The Evaluation Committee will check each proposal to determine, at its sole discretion, whether it qualifies for further consideration, with regard to:
- i) All documentation and information required by the RFP documents have been provided;
  - ii) The proposal is in full compliance with terms and conditions of the RFP document; and
  - iii) Abiding by the Sindh Public Procurement Rules, 2010.
- 14.3.2** The Evaluation Committee will notify each bidder as to whether or not it has qualified for further consideration. In the event any documentation is found missing but required, the bidder will be notified in writing and within 3 days will submit the information in writing. After passage of 3 working days if the information is not received it will be presumed that the information asked for is not available and it may constitute grounds for rejection of the proposal. The decision of Authority / KMC in this respect shall be final.

## **15. AWARD OF CONTRACT**

### **15.1 Award of the Contract**

Pursuant to the RFP and prior to the expiration of the Proposal Validity Period, the KMC will complete all submissions and receive all approvals necessary from the relevant Authority and other competent government bodies related to this contract and due negotiations with the successful bidder. After receiving the approvals, the KMC will notify the successful bidder in writing that its proposal has been accepted by the KMC (the “Notification of award”).

### **15.2 Signing of the Agreement**

At the same time the KMC sends the successful bidder the Notification of Award; the KMC will send the following to the successful bidder:

- (a) The Agreement; and
- (b) Any revised documents, incorporating any revisions made, pursuant to the RFP.

Within seven (7) days of the successful bidder’s receipt of the Agreement, the successful bidder shall initial each page of the Agreement, sign the Agreement, and return it to the Authority.

### **15.3 Failure to Sign the Agreement**

If the successful bidder fails to comply for the signing of the Agreement, this failure shall constitute a breach of contract, cause for annulment of the award, the forfeiture of any deposit or funds placed as security and other such remedies as the KMC may take under the rules and applicable laws. The KMC may, in its sole discretion, award the Parking Plaza to another bidder placed as second in the merit.

## **15.4 Responsibilities of the Contractor:**

**15.4.1** The Parking Contractor shall be responsible to pay all utility bills such as Telephone, Electricity, Gas, Water & Sewerage, Conservancy, Fire etc. or any other tax levied by the Government, from time to time, as per prevailing taxation policy and Laws of the Government.

**15.4.2** The Contractor will pay to the KMC the bid amount in advance on yearly basis, within 7 days of the day, the payment is due in accordance with the payment conditions of the Contract Agreement. Penalty on delay in payment will be imposed as per relevant provisions of the Agreement.

**15.4.3 Insurance:** The Contractor on his sole cost and expense, during the term of the Agreement shall obtain insurance for damages, destruction to equipments and injury to employees and third party liability.

**15.4.4** The KMC shall appoint at its own expense a supervisor who shall be an officer not less than Assistant Engineer to act as primary contact person with Contractor. The Contractor shall appoint a focal person with sufficient authority to deal with TCD on all matters pursuant to this Agreement and ensure on a day to day basis the efficient and safe operation of Parking facility.

**15.4.5** The Contractor ensures to make all records available for KMC and will comply with Government Laws and directives issued from time to time under the relevant rules and regulations in this regard.

**15.4.6** The Contractor shall maintain the Parking facility in good Condition, maintaining high standard and prudent practices, including periodic maintenance, repairs, refurbishment and replacement of equipments, necessary for efficient operation of the Parking Facility. Failure to do so in the opinion of the KMC will invoke notice to operator and if not rectified within reasonable time, the KMC may carry out the required work and its cost to be borne by the Contractor. The maintenance & housekeeping, security, lighting etc. are included in this contract.

Waiver to indemnity - Neither party shall be liable to the other in contract any legal actions, indirect, consequential, damages, except breach of the Contract.

**15.4.7** The Contractor shall not assign, transfer or substitute such rights or obligations to anyone. In case any task or part of work is to be sub-contracted the same shall be placed before the TCD, KMC for its prior approval.

**15.4.8** Transfer of property to KMC upon expiry of this agreement shall include all physical assets, sub-contracts / agreements signed by the Contractor with business, trade, employees. The Contractor shall remain liable for all obligations and liabilities for the continuing sub-contracts not covered by the clause. In any case the Contractor will hand over the Parking Facility in properly maintained / operated condition and thereafter will cease to have any liability for its maintenance.

**15.4.9** The Contractor shall submit:

- (a) Upon receipt of the Notification of award and before signing of the Agreement, Performance Bond in shape of Bank Guarantee from any Scheduled Bank equal to ten percent (10%) of the bid amount, valid for two (02) years construction period, and for any extension thereto.
- (b) After completion of the project and before start of the Concession period, the Performance Bond submitted as per (a) above shall be replaced with another Performance Bond in shape of Bank Guarantee from any Scheduled Bank equal to the amount of yearly installment, having validity for the entire contract period.

**15.4.10** The Contractor shall arrange telephone, generator etc. or any other utility, as needed without any financial implication on KMC.

**15.4.11** The concession period shall be thirty (30) years which shall be effective from the date of completion of the project. The construction period for the facility shall be two (02) years.

**15.4.12** The Contractor shall provide all furniture, fixtures, furnishings, air-conditioning etc., whatever needed, at his own expense in offices,

## **15.5 KMC's Responsibilities:**

**15.5.1** The Karachi Metropolitan Corporation (KMC) shall make approx. 5.0 acres Bagh-e-Ibn-e-Qasim land available to the Contractor for the construction of parking facility. The park shall be restored to its original position by the Contractor.

**15.5.2** The Karachi Metropolitan Corporation (KMC) further assures to assist the contractor for obtaining services / utility connections for the project.

## **16. CONSTITUTION OF COMMITTEE**

The entire tendering process shall be monitored / finalized by the designated Committee. The Terms of Reference of the Committee shall be as follows:

- To examine and evaluate the proposals submitted by the bidders with particular reference to design, aesthetics and public convenience.
- To assess the credibility of the desirous firm with regard to reputation, finance and technical expertise.
- To devise an execution and monitoring system for the project.

## **17. RIGHT TO ACCEPT OR REJECT**

The KMC may reject any or all proposals in its sole discretion after giving plausible reasons, and waive irregularities, minor informalities, or minor conformities which do not constitute material deviations in the submitted proposals at any time prior to the award of the proposals without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the actions.

## **18. AWARD OF CONTRACT**

**18.1** Pursuant to the RFP and prior to the expiration of the proposal validity period, the T&C Department, KMC will complete all submissions and receive all approvals necessary from the relevant competent authority of Karachi Metropolitan Corporation. After receiving the approvals, the T&C Department will notify the successful bidder in writing that its proposal, or where applicable, its proposal as amended pursuant to the RFP, has been accepted by the KMC.

### **18.2 SIGNING OF AGREEMENT:**

At the same time the T&C Department shall send the following to the preferred bidder:

- (a) The Notification of Award.
- (b) The Agreement, and
- (c) Any revised documents incorporating any revision made pursuant to the RFP.

**18.3** Within seven (07) days of the preferred bidder's receipt of the Agreement pursuant to the RFP, the preferred bidder shall initial each page of the Agreement, sign the Agreement and return it to the T&C Department, KMC.

## **19. FAILURE TO SIGN THE AGREEMENT**

If the preferred bidder fails to comply with the RFP provisions for the signing of the Agreement, this failure shall constitute a breach of contract, cause for annulment of the award, the forfeiture of any deposit or funds placed as security and other such remedies as the KMC may take under the Agreement and applicable law(s). The KMC may, in its sole discretion, award the contract to another bidder placed as second in the merit.

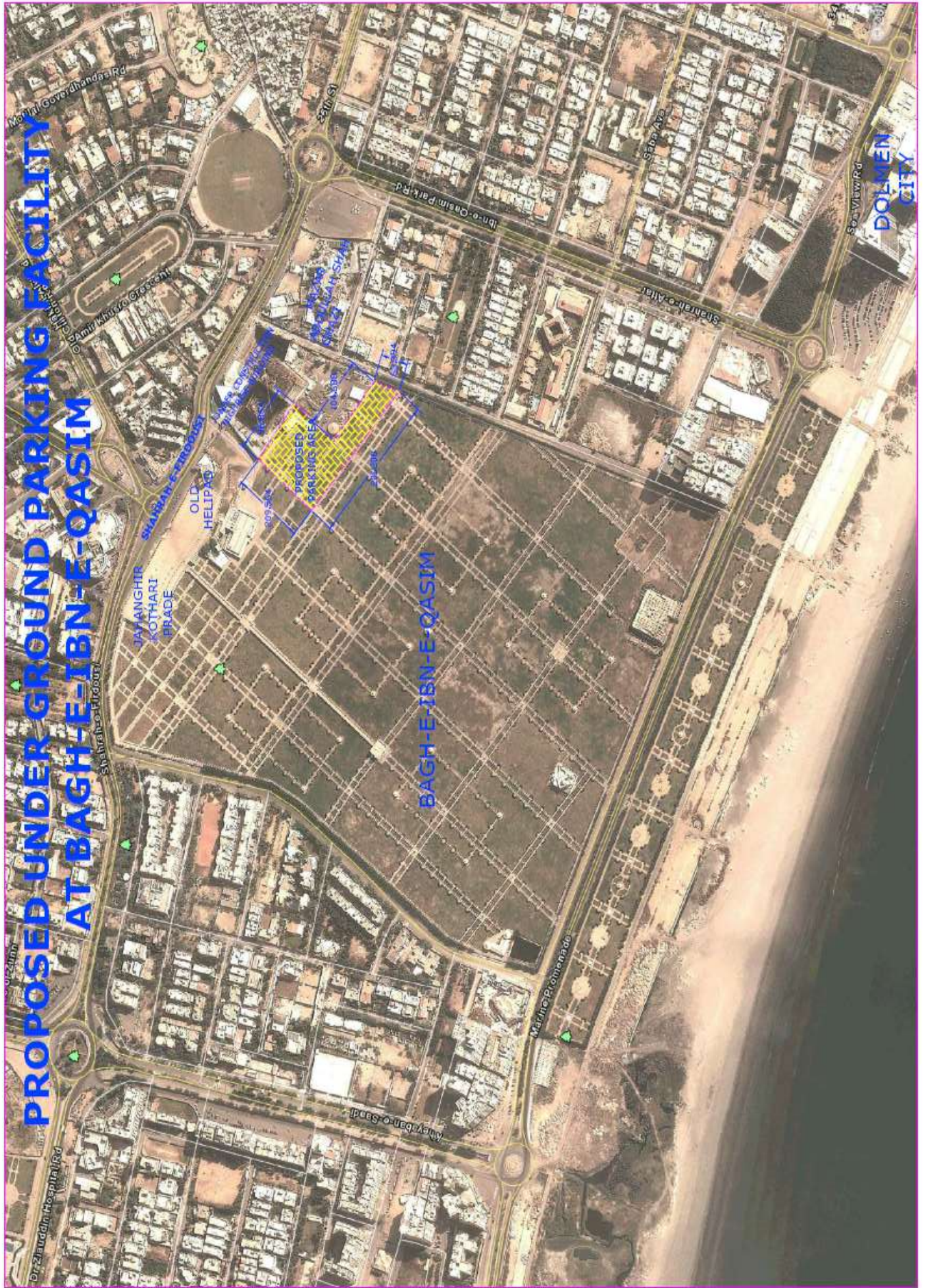
## **20. FINANCING UNDER PUBLIC-PRIVATE PARTNERSHIP MODE**

The bidder shall provide proof of financing arrangements made for this project.

## **21. DETAILS OF OTHER SUBMITTALS**

The bidders may also submit the following along with their proposals:

- Proposed design of the facility (Drawings, Cost Estimates etc.)
- Technical specifications, Financial Feasibility, Parking demand capacity in the area.
- Detailed works programme, Minimum time of completion.
- Best favourable terms and other benefits to KMC.
- Automated Parking Management & Operation Plan. Security Mechanism with CCTV monitoring.





**SCHEDULE OF PROPOSED PARKING CHARGES**

S #	YEAR	PROPOSED PARKING CHARGES		
		Minimum Time Bound / Single Entry	All Day Long / Multiple Entry	Monthly Pass
1.	1 <sup>st</sup> year			
2.	2 <sup>nd</sup> year			
3.	3 <sup>rd</sup> year			
4.	4 <sup>th</sup> year			
5.	5 <sup>th</sup> year			
6.	6 <sup>th</sup> year			
7.	7 <sup>th</sup> year			
8.	8 <sup>th</sup> year			
9.	9 <sup>th</sup> year			
10.	10 <sup>th</sup> year			
11.	11 <sup>th</sup> year			
12.	12 <sup>th</sup> year			
13.	13 <sup>th</sup> year			
14.	14 <sup>th</sup> year			
15.	15 <sup>th</sup> year			
16.	16 <sup>th</sup> year			
17.	17 <sup>th</sup> year			
18.	18 <sup>th</sup> year			
19.	19 <sup>th</sup> year			
20.	20 <sup>th</sup> year			
21.	21 <sup>st</sup> year			
22.	22 <sup>nd</sup> year			
23.	23 <sup>rd</sup> year			
24.	24 <sup>th</sup> year			
25.	25 <sup>th</sup> year			
26.	26 <sup>th</sup> year			
27.	27 <sup>th</sup> year			
28.	28 <sup>th</sup> year			
29.	29 <sup>th</sup> year			
30.	30 <sup>th</sup> year			

Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

CNIC Number: \_\_\_\_\_

Designation: \_\_\_\_\_

Company: \_\_\_\_\_

\_\_\_\_\_  
Company Seal

**BID FORM**

Yearly Financial Revenue to Karachi Metropolitan Corporation for Underground Parking Facility at Bagh-e-Ibn-e-Qasim, Clifton, Karachi, for the thirty (30) years BOT concession period.

S.NO.	PERIOD	REVENUE TO KMC	
		Bid Amount (Million Rs.)	
		(In figures)	(In words)
1.	1 <sup>st</sup> year		
2.	2 <sup>nd</sup> year		
3.	3 <sup>rd</sup> year		
4.	4 <sup>th</sup> year		
5.	5 <sup>th</sup> year		
6.	6 <sup>th</sup> year		
7.	7 <sup>th</sup> year		
8.	8 <sup>th</sup> year		
9.	9 <sup>th</sup> year		
10.	10 <sup>th</sup> year		
11.	11 <sup>th</sup> year		
12.	12 <sup>th</sup> year		
13.	13 <sup>th</sup> year		
14.	14 <sup>th</sup> year		
15.	15 <sup>th</sup> year		
16.	16 <sup>th</sup> year		
17.	17 <sup>th</sup> year		
18.	18 <sup>th</sup> year		
19.	19 <sup>th</sup> year		
20.	20 <sup>th</sup> year		
21.	21 <sup>st</sup> year		
22.	22 <sup>nd</sup> year		
23.	23 <sup>rd</sup> year		
24.	24 <sup>th</sup> year		
25.	25 <sup>th</sup> year		
26.	26 <sup>th</sup> year		
27.	27 <sup>th</sup> year		
28.	28 <sup>th</sup> year		
29.	29 <sup>th</sup> year		
30.	30 <sup>th</sup> year		
TOTAL			

Total Gross Revenue in 30 years:

Pak Rupees \_\_\_\_\_ only.

Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

CNIC Number: \_\_\_\_\_

Designation: \_\_\_\_\_

Company: \_\_\_\_\_

\_\_\_\_\_  
Company Seal



**AGREEMENT**

**For Construction, Management, Operation & Maintenance  
of Underground Parking Facility at Bagh-e-Ibn-e-Qasim, Clifton, Karachi**

**THIS AGREEMENT** is made at Karachi on this \_\_\_\_\_ day of, \_\_\_\_\_, 2014, between the Karachi Metropolitan Corporation, Karachi (hereinafter referred to as “KMC”), the party of the First Part:

AND

M/s. \_\_\_\_\_, having its office at \_\_\_\_\_, Karachi / Pakistan, (hereinafter referred to as “-----”), the party of the Second Part.

WHEREAS the KMC has invited bids to construct, Manage, Operate & Maintain Underground Parking Facility at a portion (approx. 5 acres area towards North-East side) of Bagh-e-Ibn-e-Qasim, situated at Shahrah-e-Firdousi, Clifton, Karachi (hereinafter referred to as “Property”), on Build, Operate and Transfer (BOT) basis under Public Private Partnership Mode.

AND WHEREAS, as a result of the competitive tendering process, the KMC has offered the successful bidder M/s ----- and the successful bidder M/s ----- has accepted the KMC’s offer for Construction, Management, Operation and Maintenance of underground parking facility at the said ‘Property’ on Build, Operate and Transfer (BOT) basis under Public Private Partnership Mode at KMC’s revenue share amounting to Rs. \_\_\_\_\_ (\_\_\_\_\_) for the entire BOT concession period of thirty (30) years.

Now therefore, it has been agreed between both the parties for the provision of said services on such terms & conditions and covenants as appearing below.

**1.0 The Contract Documents**

The following documents (hereinafter called “the Contract Documents”) shall form part of and shall be read and construed in conjunction with this Agreement:

- The Request for Proposal (RFP) document. Appendix-I
- The Contractor’s Bid Package. Appendix-II
- Other Documents: Appendix-III
  - i) Correspondence during evaluation process
  - ii) Letter of Intent from KMC
  - iii) Acceptance Letter
  - iv) Letter of Award

2.0 In the event of any conflict or discrepancy between any of the documents of the Contract and any of the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

3. That the KMC hereby and irrevocably and exclusively gives rights to M/s ----- as “Licensee” to use a portion of land (approx. 5 acres area towards North-East side) of Bagh-e-

Ibn-e-Qasim, situated at Shahrah-e-Firdousi, Clifton, Karachi, as shown in the layout plan at Annexure-“A”, for Construction, Management, Operation & Maintenance of Underground Parking Facility on Build, Operate and Transfer (BOT) basis under Public Private Partnership Mode, for a contract period of thirty two (32) years, comprising of two (02) years construction period and thirty (30) years BOT concession period. The project shall comprise of construction & development of a three (03) level underground parking facility in accordance with the standards, specifications, approved design and prudent practices in conformity with the Building & Town Planning Laws along with restoration of the Park to its original condition.

4. It will be the responsibility of the Contractor to get the Parking Facility Plan approved from Sindh Building Control Authority (SBCA), after signing this agreement and before start of work. All costs for this approval will be borne by the Contractor.

5. It is agreed between the parties that if a Court or other Authority passes an order against the establishment of the Parking Facility, or if the Building Control Authority doesn't approve the building plan, the agreement shall stand terminated without attaching any liability on KMC.

6. In case of any hold-up or delay caused to the project by any court order or by refusal of any Authority to sanction the same and if this situation continues to prevail without any resolution for a period of ninety (90) days, then the KMC will give its No Objection for release of any / all the Bank Guarantees, furnished earlier by the Contractor, which, if need arises, may once again be resubmitted / furnished to KMC by the Contractor after mutual consent of both the parties.

7. It is agreed that the parking facility, for almost twenty one hundred (2100) cars, will be developed, completed in all respect and made operational within a period of two (02) years from the date of signing of this agreement and shall be managed, operated and maintained by the Contractor throughout the BOT period of thirty (30) years, which shall be effective from the date of commencement of the parking facility. After the completion of the said facility, the Contractor shall restore the original status of the garden / park, at its own cost as to use the same according to its present position. It is further agreed that the Contractor shall not use the Land for any purpose other than the purpose mentioned in the preceding clause.

8. During the currency of this Agreement, all levied taxes, utility bills like Electricity, Gas, Water, Sewerage, Conservancy, Fire, Telephone, hire charges, Fees etc. in connection with this project shall be paid by the Contractor, directly to the concerned agencies.

9. That other than the land, provided by the KMC, the entire development, construction, equipments, gadgets, machineries, fittings, fixtures, management, operation, maintenance and running costs will be borne by the Contractor from its own resources, and further, the interest of both the parties will remain fully protected and secured during the entire contract period.

10. Performance Bond in shape of Bank Guarantee, from any scheduled bank for a period of two (02) years, equal to ten percent (10%) of bid amount shall be provided by the Contractor to the KMC at the time of signing of this agreement, which shall remain with KMC as a refundable security deposit, till the time Parking Facility starts functioning. In case of delay in construction / completion of work / opening of the facility, the Bank Guarantee must be revalidated by the

Contractor before fifteen (15) days of its expiry; otherwise the KMC will have the right to invoke the same.

11. The Contractor shall submit:

- (a) Upon receipt of the Notification of award and before signing of the Agreement, Performance Bond in shape of Bank Guarantee from any Scheduled Bank equal to ten percent (10%) of the bid amount, valid for two (02) years construction period, and for any extension thereto.
- (b) After completion of the project and before start of the Concession period, the Performance Bond submitted as per (a) above shall be replaced with another Performance Bond in shape of Bank Guarantee from any Scheduled Bank equal to the amount of yearly installment, having validity for the entire contract period.

12. That in consideration of the KMC's award of the contract as mentioned in clause-3, the Contractor shall pay to the KMC an amount equal to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), for the entire thirty (30) years BOT concession period, in 30 equal yearly installments. Each installment shall be paid in advance / at the start of each year, w.e.f. the date of commencement of operation of the Parking facility, but not later than one week.

13. Penalty on delay in completion of the project shall be imposed at the rate of 0.015% per day on the total bid amount payable to KMC.

14. Penalty on delay in payment of the monthly installment shall be imposed at the rate of 0.30% per day on the amount due at the cutoff date as specified in clause-12.

15. If any sum payable by the Contractor under this Agreement remains unpaid for thirty (30) days from the date on which it is due and if the contractor shall fail to remedy such default in payment within fifteen (15) days after receipt from the KMC of a written notice specifying the default and requiring the same to be remedied, the same will constitute as an event of default and the KMC will be entitled to terminate the agreement and subsequently take over the parking facility.

16. The construction work shall be supervised by a full time consultant of well repute. However, the TCD, KMC designated engineer shall oversee the project progress, quality of work and compliance to the approved plan & specifications.

17. That the Contractor shall provide to TCD, KMC one (01), 2014 model, 1300 cc car with registration / insurance of the same in TCD, KMC's name for supervision and monitoring of construction work. The said vehicles will become the asset of the TCD, KMC.

18. That the Contractor shall ensure the deployment of required staff as has been mentioned in the list, provided by the Contractor along with their proposal. The KMC will have every right to remove any unwarranted person, for bonafide / justified reason, from the parking facility site, by giving at least 7 days prior written notice to the Contractor. Further, during the phase of construction, the KMC has every right to ask for removal of any unwarranted person of the Contractor or its sub / petty contractor from construction site.

19. It will be binding upon the Contractor to provide any information / documents to the KMC related to the project as and when required, within a reasonable period of time but not later than a week. Further, the Contractor will facilitate the concerned officials of TCD, KMC who wish to go through the relevant record of project and also provide access to enter the Parking Facility for the purpose of inspection or any other suitable purpose.

20. The Contractor on its sole cost and expense, during the term of the Agreement shall make security arrangements at the Parking facility according to the highest standards and obtain insurance to the parking facility and all installation therein or connected therewith for damages destruction, injury etc. to its employees and third party liability must be fully ensured including the escalation thereon with the passage of time.

21. The Contractor shall inform to TCD, KMC, by notifying in writing, the name(s) and designation(s) of the contact person(s) and other key employees related to the project along with their office / cell phone numbers and any changes in respect of the same.

22. That KMC shall be entitled to have present at the site of the Parking Facility, its nominee to be called the KMC's representative", whose office may be established, maintained and managed by the Contractor at its cost. The KMC for the purpose of this clause shall provide the particulars of a suitable official to the Contractor, 7 days prior to his deployment and similarly, about any change therein. The TCD, KMC representative shall only be responsible for monitoring the quality of work and over charging etc., if any, according to the proposed parking Charges by the Contractor and notify in writing any irregularity being committed by the Contractor in writing for consideration / rectification. The KMC representative shall in no way interfere with the working of the Parking Facility. The presence of KMC representative will not absolve the Contractor of its responsibilities and obligations under the agreement and the claims of customers and third parties.

23. It will be binding upon the Contractor to charge according to the proposed parking charges, they have already submitted in their proposal and display the same prominently and issue proper tickets / receipts thereof. Any upward revision in parking charges may be done with the consent of both the parties, according to mutually agreed formula.

24. It will be responsibility of the Contractor to comply with all applicable environmental laws, rules, regulations, orders and notifications, whether Federal, Provincial or Local.

25. Proper Traffic Management / Arrangements shall be taken into consideration by the Contractor in the design, during the phase of construction and after the operation of the facility which shall be got vetted by TCD, KMC and implemented in consultation with TCD, KMC.

26. That the Contractor shall ensure the provision of standby electricity generators of adequate strength and power, an alternate arrangement to KESC power supply system, on the site of the Parking Facility.

27. That KMC represents and warrants that it has full authority and entitlement under the law to enter into this Agreement and to perform all of its obligations hereunder:-

- i) That KMC is the lawful owner of the Land and has the right and power to execute the Project;

- ii) That there is no litigation or claim in respect of the Land and the Land is un-encumbered;
- iii) That while any or all NOCs / approvals etc. which may be required for the BOT contract, from any local / municipal and / or any other Government agency, will be arranged by the Contractor at its own expense and the KMC will facilitate to the Contractor in getting such NOCs/approvals.
- iv) That the Contractor will be able to operate the Parking Facility unhindered and undisturbed during the currency of this Agreement; subject to the Contractor's fulfillment of all its obligations contained in this agreement.
- v) That if due to any reason, this agreement stands terminated and for which no fault of Contractor exists then; the KMC will compensate the Contractor according to the mutually agreed formula.

28. That the KMC agrees to indemnify the Contractor from all losses / claims etc. that may be incurred by the Contractor as a result of the breach of the warranties contained in clause 27. Similarly the Contractor also agrees to undertake to indemnify the KMC for any loss incurred by it due to breach of any term of the agreement by the Contractor.

29. At the termination of the contract period or after any renewal(s) thereof, the License granted to Contractor shall also be terminated and Contractor shall hand over vacant possession of the Parking Facility to the KMC along with all its fixtures, fittings, gadgets, equipments, machineries etc., in as good & habitable state and condition and quantities as they are at the commencement of the contract except as to loss damage or deterioration of the kind which are beyond the control of the Contractor.

30. That disputes, of whatever nature between the parties if arising from this Agreement shall be settled as per prevailing laws / rules, by the Authority to be acted as Arbitrator. The arbitration proceeding shall be conducted under the Arbitration Act, 1940 at Karachi.

31. That this agreement contains the entire agreement between the parties hereto in respect of the subject matter hereof and supersedes all previous understandings and agreements (whether oral or written) between the parties hereto. This agreement may only be amended or modified by a written instrument signed by authorized representatives of the both the parties.

32. This agreement has been drawn in duplicate and it is agreed that the original shall be retained by the KMC and the duplicate by the Contractor. The Stamp duty and registration fee in respect of this agreement shall be borne / have been paid by contractor exclusively.

In witness whereof the parties hereto have set their hands to this agreement on the day and place 1<sup>st</sup> above mentioned.

For & on behalf of Contractor

Signature  
Name  
Designation

For & on behalf of KMC

Signature  
Name  
Designation

Witnesses

- 1)
- 2)