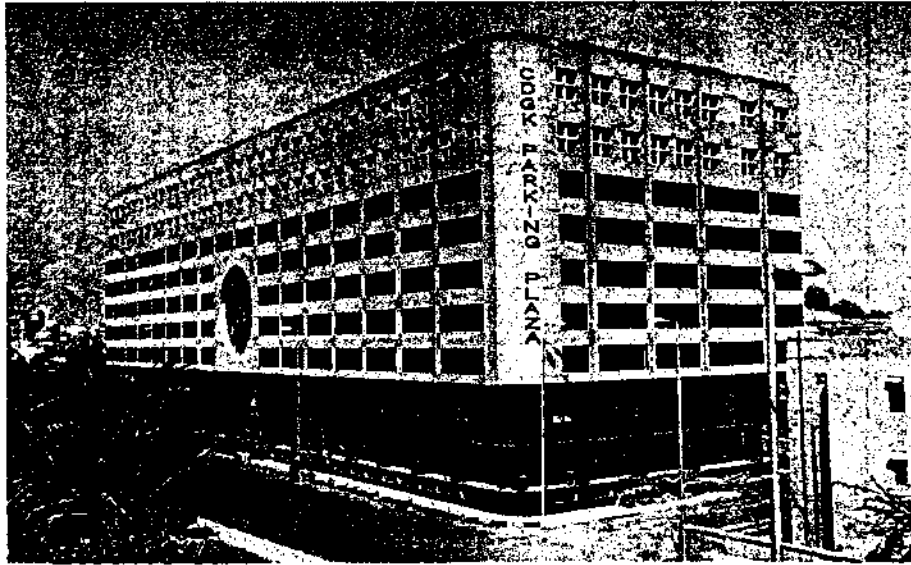


**REQUEST FOR PROPOSAL
FOR
MANAGEMENT, OPERATION & MAINTENANCE CONTRACT
OF
LINES AREA PARKING PLAZA, SADDAR, KARACHI**



Issued By:

**Transport & Communication Department
Karachi Metropolitan Corporation**

Rs. 3,000/-

May, 2014.



1.0 BACKGROUND:

- 1.1 In accordance with the commitments of the Karachi Metropolitan Corporation (KMC), its Transport & Communication Department (TCD) has prepared a strategy to develop the first ever multi-level parking facility in Karachi. Under its first phase, the Parking Plaza at Lines Area, near Saddar Dawakhana / Empress Market, Saddar, Karachi, has been constructed and is in operation since July, 2009. The same is being contracted to private sector for Management, Operation & Maintenance purposes for a period of two (02) years.
- 1.2 The Transport and Communication Department, on behalf of the Karachi Metropolitan Corporation (KMC), issues this Request for Proposal (RFP). It invites interested firms / parties to submit proposals for Management, Operation & Maintenance of the Parking Facility (only parking floors), situated in Lines Area, near Empress Market, Saddar, Karachi, to facilitate people in providing a better parking facility close to highest parking demand area of the city. This RFP is being provided to clarify the process, evaluation criteria, and to give guidance to bidders in the preparation of proposals for Management, Operation & Maintenance of the said Parking Plaza.

2.0 INTRODUCTION AND OVERVIEW:

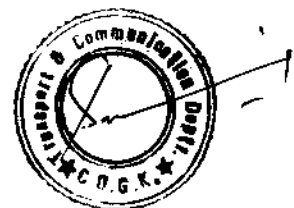
- 2.1 The port city of Karachi has evolved into the largest industrial, commercial and service center of the country. The turn of the century has brought the urban population to an estimated 18 million level and the city has found itself on the world record amongst the 13 mega cities in Asia and 21 in the whole world. Roughly, half of Karachi's population growth is attributed towards migration from upcountry, while the remaining half is due to natural increase by birth. People from rural Sindh and other provinces migrate to work and live in this land of opportunities. Thus, the growing population and traffic have created much burden on the existing city transportation infrastructure.

3.0 THE EXISTING PARKING INFRASTRUCTURE:

- 3.1 Exhaustive growth in the vehicular traffic demand in Karachi, especially over the last 9 years or so has placed added burden on the existing transport infrastructure. Coupled with the opening of several new shopping arenas, the parking requirements have increased manifold, thus sharp increase in the parking facilities in the City of Karachi.
- 3.2 This urban sprawl and the resulting parking demand has taken a heavy toll at one of the busiest commercial areas in Karachi; especially Saddar area. Parking demand has not only increased manifold but it also increases the traffic congestion due to maneuvering through double-spaced parking on streets.
- 3.3 Existing parking maneuvers in the city and especially in Saddar occur in the form of on-street parking on the major roads as well as on the minor streets. The parking condition has come to a point whereby double and even triple parking takes place frequently, especially nearby the all the busy commercial centers, such as Saddar.

4.0 DEVELOPMENT OF PARKING PLAZA:

- 4.1 There have been many attempts in recent years to assess the parking requirements and suggest mitigation measures to alleviate the parking problems. Extensive Parking



- 5.6 Convex Mirrors (blank spot detection) are installed at the turns on parking ramps. Adequate entry / exit signs have been installed.
- 5.7 Two manual car wash areas have also been provided on 2nd & 3rd floor.
- 5.8 Some car parking spaces are reserved for the handicapped at 1st floor.
- 5.9 For the efficient guidance of motorists inside the parking plaza, LED parking guidance signs (arrow based) are installed on each floor depicting the parking spaces available on the respective floors.
- 5.10 The ticketing system has been installed at the entry and exit. Attendants present at the entry booth shall provide tickets to the motorists with the time of entry printed / written on the ticket. A minimum amount according to the parking rates may be charged at entry. The remaining balance may be charged at the time of exit by the attendant, based on the duration of stay.

6.0 PARKING RATES:

- 6.1 Although, following Parking Fee / Charges, already notified by the Competent Authority, are being charged, which are based on unlimited parking duration, however to generate more revenue, it is suggested to charge parking according to following different slabs, after getting proper approval of the Competent Authority:

6.2 Notified Parking Rates:

S. #	Vehicle Type	Rate (per entry / no time limit)
1.	Mazda / Shahzore / other LTVs.	Rs.50/=
2.	Hiace / Hilux / Datsun Pickups.	Rs.40/=
3.	Car / Suzuki / Jeep etc.	Rs.30/= (Rs.1,000/= per month)
4.	Motor Cycle / Rickshaw	Rs.10/= (Rs.300/= per month)

6.3 Suggested Parking Rates:

S. #	Vehicle Type	Rate (up to 3 hours duration / single entry)	Rate (all day long / single entry)	Rate (per month / multiple entries)
1.	Mazda / Shahzore / LTVs.	Rs.40/=	Rs.100/=	Rs.3,000/=
2.	Hiace / Hilux / Datsun Pickups.	Rs.30/=	Rs.75/=	Rs.2,500/=
3.	Car / Suzuki / Jeep etc.	Rs.20/=	Rs.50/=	Rs.1,500/=
4.	Motor Cycle / Rickshaw	Rs.10/=	Rs.20/=	Rs.300/=

- 6.4 The car parking on the rooftop is reserved for the offices planned on 6th & 7th floors of this parking plaza. The offices personnel willing to avail reserve parking may be given monthly passes for suggested rates of Rs. 2,500 per vehicle regardless of the number of entries. These passes shall be pasted on the windscreen of the individual vehicle for which the monthly pass has been acquired.
- 6.5 All other visitors may avail the monthly parking passes for their vehicles, according to the rates specified in table 6.2, regardless of the number of entries. These passes shall be pasted on the windscreen of the individual vehicle for which the monthly pass has been acquired.



- 6.6 Failing to produce the parking ticket at the time of exit, shall result in charges to be paid for time starting since 8.00 a.m. on the same day.

7.0 RESPONSIBILITIES OF THE PARKING PLAZA OPERATOR:

- 7.1 The parking plaza operator shall manage, operate and arrange the parking operations within the facility to the best of its ability and in accordance with all valid government laws and regulations concerning the same. Control access and collect at all entry points, the KMC's approved parking fee or entry passes charges.
- 7.2 The parking plaza operator shall be responsible for the Maintenance of parking floors, ramps, entries, exits, stairs, elevators, peripheral areas, which includes daily removal of debris from these areas, degreasing twice annually, re-stripping twice annually and installation / replacement of bulbs, tube lights, repairs & maintenance of all equipments, machineries, gadgets etc., as and when needed.
- 7.3 The parking plaza operator shall at all times keep a facility manager, on-site supervisor, cashier and attendants, at each of the parking levels, according to the actual demand.
- 7.4 The parking plaza operator shall be responsible for the operation of all equipments, machineries, gadgets etc. placed in the parking plaza building.
- 7.5 The parking plaza operator shall keep a system of collection of parking fees from the entering vehicles. Internal revenue control that includes vehicle counts, ticket counts and cash counts on a daily basis and a daily cash report may be prepared for submittal to the KMC.
- 7.6 Under this agreement, the operator shall bear all risks & losses due to any theft, fraud etc., whether by the operator's employee or any other person or entity. The on-site supervisor and facilities manager will be responsible for monitoring of work and ensuring that records are maintained for KMC perusal and audits, as and when required.
- 7.7 The parking plaza operator 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.
- 7.8 During the operation, the designated uniformed staff of the parking plaza operator 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).
- 7.9 The parking plaza operator shall provide, at its own expense, any / all supplies, including but not limited to, such things like parking tickets and report forms etc.
- 7.10 The parking plaza operator 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.
- 7.11 The parking plaza operator 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.



7.12 The parking plaza operator shall ascertain his own figures for the influence area / roads in Saddar, from where parking may be diverted to the parking plaza. The KMC, however, in the interest of general public and parking plaza operator reserves the right to change the no parking roads or convert any of them into charged parking roads after test & trial.

8.0 **KEY PRINCIPLES OF THE TRANSACTION :**

8.1. Definitions:

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

- Authority** - The Transport & Communication Department (TCD), Karachi Metropolitan Corporation (KMC).
- Bidder** - Individual or a company, participating in the bid for operation of Parking Plaza.
- Parking Plaza** The floors / structure over which operator is required to manage a minimum level of service specified by the Authority.
- Government** - The Federal Government, the Government of Sindh, or the Karachi Metropolitan Corporation.
- Operator** - Successful bidder who has been selected to operate a Parking Plaza under the Authority.

8.2 Basis for Selection of Operator:

The Operator 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:

8.3 **Technical Evaluation:**

Firm's technical capability concerning experience, management techniques, operation plans etc., with special reference to parking plaza operations or similar nature business are required to be mentioned in this portion of Technical Proposal.

8.3.1 **Technical Details;**

1. Experience of Firm / Qualifications of Key Personnel.

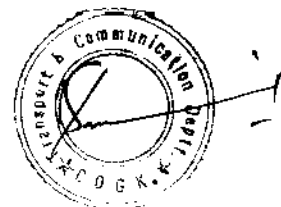
- a. Experience of parking plaza / similar nature business.
- b. Key personnel to be involved in operation of parking plaza.

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. House Keeping Proposal.

8.4 Financial Evaluation:

Firm's financial capability concerning appropriateness, standing liabilities, funding, arrangement of guarantees etc., with special reference to parking plaza operations or similar nature business are required to be mentioned in this portion of Technical Proposal.

8.4.1 Financial Details:

1. Evidence of Financial Standings.

- a. Bank Statements.
- b. Details of works in hand.

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.

8.5 Qualifying Criteria:

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

8.5.2 The bids securing overall 60 marks, 30 in each part of Technical Proposal (Technical Details & Financial Details), as mentioned in Evaluation Criteria (Table 8.7), shall be declared as Technically Qualified Bids for opening their Financial Proposals, which shall be opened publicly in the presence of those qualified bidders, wish to be present at the time of opening of the same for which advance information about time, date and venue will be given.

8.5.3 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.



8.5.4 The initial term of contract will be two (02) years.

8.5.5 The term of contract may be renewed for further term(s), subject to satisfactory performance and as per mutual agreement.

8.6 **Submission of Proposal:**

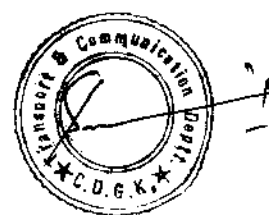
8.6.1 The proposals shall be submitted at the following address:

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

8.7 **Proposal Evaluation Criteria:**

S. #	CRITERIA	MAX. MARKS	MARKS SECURED
A	<u>TECHNICAL DETAILS:</u>		
1	Experience e.g. establishment of firm / Qualification of Key Personnel: a - Experience of various works (preferably parking operations / similar business). * b - Key Personnel to be involved in parking operations(bio-data/ qualification proof)	10 10	
2	Overall Business Plan & Services Proposal: a - Appropriateness and Innovation. b - Quality and Professionalism.	7.5 7.5	
3	Overall Operational Proposals: a - Security Plan. b - Management Plan. c - House-keeping Proposal.	5 5 5	
	Sub Total (Technical Details):	50	
B	<u>FINANCIAL DETAILS:</u>		
1	Evidence Relating to Financial Standings.*	10	
2	Financial Stability Proof: * a - Audited Financial Statements (last 3 Yrs.) b - Income-Tax Returns (last 3 years). c - Financial worthiness Certificate etc.	05 05 05	
3	Legal Affairs: - Details of any Encumbrance(s). - Contingent Liabilities. - Outstanding Claims (that may materially affect the financial position of the bidder).	7.5	
4	Financing Arrangements: - Means of Funding for Initial Investments. - Funding Potential for Operating Expenses.	10	
5	Proposed Arrangements for securing Performance Bond / Bank Guarantee.	7.5	
	Sub-total (Financial Details):	50	
	GRAND TOTAL:	100	

* MARKS WILL BE ASSIGNED ON PRORATA BASIS.



8.8 Inspection of the Parking Plaza Site :

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

8.8.2 The key points of the regulatory strategy are summarized as follows :

8.8.3 Obligations of the firm:

- Operate the Services with a high degree of reliability.
- Charge fees / collect charges not more than recommended by the Authority.
- 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, ticket booth or counter etc. without the written permission of the Authority.
- Prohibit unlawful activities and sale of illegal goods.

8.8.4 Obligations of the Karachi Metropolitan Corporation (KMC).

- Provision for periodic revision in Parking charges for the Parking services on the basis of proper justification, based on change in specified cost index etc.
- Provision of reasonable Parking Plaza facilities in accordance with specified standards and as agreed to.
- Provision of support in no parking implementation on the roads where parking is banned and parking regulation through enforcing agency.

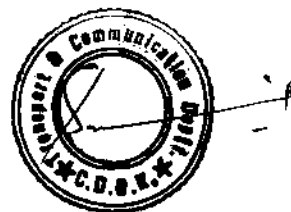
8.8.5 Revenue Base:

- (i) Collection of Parking Entry Fee / Charges from the Vehicles entering the Parking Plaza premises, according to the rates specified in table of RFP Clause-6.2.
- (ii) Income from washing of vehicles at the designated places of parking plaza.

9.0 RFP PROCESS AND TIME TABLE :

9.1 The purpose of this RFP is to formally invite bidders to submit proposals for Management, Operation and Maintenance of Lines Area Parking Plaza situated near Empress Market, Saddar, Karachi under the supervision of Transport & Communication Department, KMC.

9.2 The entire tendering process, including bidders' proposals shall be in English.



9.3 **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-A to the RFP.
- Draft Agreement - Annexure-B to the RFP.

10.0 **PROPOSAL FORMAT AND CONTENT:**

10.1 **Content of the Proposal:**

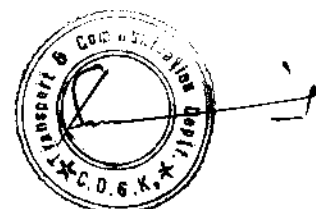
10.1.1 Each proposal shall consist of the Bidder's Commitment Letter, together with the following:

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) CVs 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.

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.



11.0 OBLIGATIONS AND STATUS OF PROPOSALS:

11.1 Proposal as Binding Offers.

11.1.1 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 11.4.1 & 11.4.2; 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.

11.2 Cost of Proposals.

11.2.1 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.

11.2.2 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.

11.3 Confidentiality:

11.3.1 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.

11.3.2 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.

11.4 Period of Validity of the Proposal:

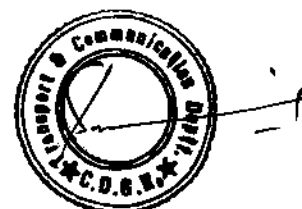
11.4.1 Proposals shall remain valid for a period of three (03) months, commencing from the Submission Deadline or as established by RFP Section 11.5.1 or as amended pursuant to RFP section 11.4.2 (the "Proposal Validity Period").

11.4.2 The KMC may solicit bidders consent to an extension of the proposal validity period. The KMC 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 which case the proposal would become invalid at the end of the three (03) month's period. A bidder granting the request will not be required, nor permitted, to modify its proposal.

11.5 Modification of Proposals:

11.5.1 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.

11.6 Withdrawal of Proposals:



11.6.1 A bidder may withdraw its proposal after submission, provided that a Notice of withdrawal is received by the KMC, prior to the Submission Deadline.

12.0 SUBMISSION, RECEIPT AND SIGNING OF PROPOSALS:

12.1 Original, Copies and Signing of the Proposal;

12.1.1 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.

12.1.2 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.

12.1.3 Sealing and Labeling of 'Technical' and 'Financial' in separate envelope

12.2. Each bidder shall:

(a) Seal the original proposal documents (technical as well as financial proposal) in a separate envelope, to be labeled as, "Original Proposal";

(b) Seal two (02) copies of the technical proposal in a separate envelope, to be labeled as, "Copies Proposal". Copies of financial proposal are not required.

12.2.1 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 8.6.1;

(b) Include the title and reference number of the tender; and

(c) Contain two (02) separate Pay Orders, to be submitted as bid security, equal to 2% of bid amount, in the name of Transport & Communication Department, KMC, in such a manner that one Pay Order, amounting to Rs. 50,000/- should be enclosed with the Technical Proposal and the other one of the balance amount of bid security should be enclosed with the Financial Proposal (Bid Form). The Pay Orders (bid security) of un-successful bidders shall be returned back upon signing of the Agreement with the successful bidder.

12.3. Deadline for Submission of Proposals

12.3.1 Proposals must be received by the KMC not later than 02.30 p.m. on 10th June, 2014 at the address given above in RFP section 8.6.1

12.3.2 Any proposal received by the KMC after the Submission Deadline, shall be returned to the bidder unopened.

13.0. OPENING AND EVALUATION OF PROPOSALS:

13.1 Receipt of Proposals.

13.1.1 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.



13.2 Opening of Proposals.

13.2.1 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.

13.3 Conformance check of Proposals

13.3.1 The Evaluation Committee will check each proposal to determine, at its sole discretion, whether it qualifies for further consideration, with regard to:

- All documentation and information required by the RFP documents have been provided;
- The proposal is in full compliance with terms and conditions of the RFP document; and
- Abiding by the Sindh Public Procurement Rules, 2010.

13.3.2 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.

14. AWARD OF PARKING PLAZA :

14.1 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").

14.2 Signing of the Agreement

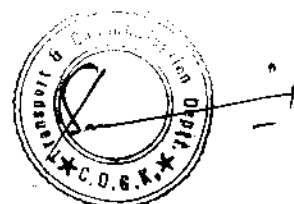
At the same time the KMC sends the successful bidder the Notification of Award; the KMC will send the following to the successful bidder:

- (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.

14.3 Failure to Sign the Agreement

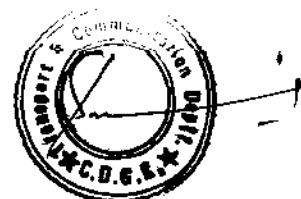
If the successful bidder fails to comply for the signing of the Agreement, this failure



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 discretion, award the Parking Plaza to another bidder placed as second in the merit.

14.4 Responsibilities of the Parking Plaza Operator:

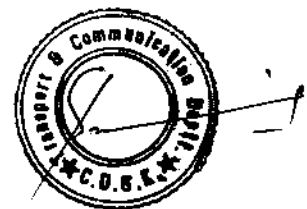
- 14.4.1 The Parking Plaza Operator shall be responsible to pay all utility bills such as Telephone, Electricity, Gas, Water & Sewerage, Conservancy, Fire etc. or any other tax levied by the Government, from time to time, as per prevailing taxation policy and Laws of the Government.
- 14.4.2 The Operator shall pay to the KMC the bid amount on quarterly basis within 15 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.
- 14.4.3 Insurance: The Parking Plaza Operator on his sole cost and expense, during the term of the Agreement may obtain insurance for damages, destruction to equipments and injury to employees and third party liability.
- 14.4.4 The KMC shall appoint at its own expense a supervisor who shall be a responsible officer to act as primary contact person with Parking Plaza Operator. The Parking Plaza Operator 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 Plaza.
- 14.4.5 The Parking Plaza Operator covenants to ensure 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.
- 14.4.6 The Parking Plaza Operator shall maintain the Parking Plaza 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 Plaza, 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 Operator. 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.
- 14.4.7 The Parking Plaza Operator shall not assign, transfer or substitute or such rights or obligations to anyone. In case any task or part is sub- contracted the same shall be placed before the TCD, KMC for approval.
- 14.4.8 Transfer of property to KMC upon expiry of this agreement shall include all physical assets, sub-contracts / agreements signed by the Operator with business, trade, employees. The Operator shall remain liable for all obligations and liabilities for the continuing sub-contracts not covered by the clause. In any case the Operator will hand-over the Parking Plaza in properly maintained / operated condition and thereafter will cease to have any liability for its maintenance.



- 14.4.9 The Parking Plaza Operator, upon receipt of the Notification of award and before signing of the Agreement, shall submit Performance Guarantee equal to ten percent (10%) of the bid amount which will be returned on expiry of the Agreement.
- 14.4.10 The Parking Plaza Operator shall arrange telephone, generator etc. or any other utility, as needed. The operator shall also pay all utility charges except for any properties out sourced separately by the KMC.
- 14.4.11 The period of contract shall be two (02) years only. The KMC may however, renew the term(s) of contract, subject to satisfactory performance and as per mutual agreement.
- 14.4.12 The operator shall provide all furniture, fixtures, furnishings, air-conditioning etc., whatever needed, at his own expense in offices,

14.5 KMC's Responsibilities:

- 14.5.1 The Karachi Metropolitan Corporation (KMC) shall make efforts in enforcing no Parking through enforcing agencies at the designated no-parking zones of Saddar, Karachi and regulate parking on the designated areas.
- 14.5.2 The Karachi Metropolitan Corporation (KMC) further assures that it shall carry out efforts to remove all sorts of encroachments, coming in the routes from parking plaza to Saddar Area and vice versa.



FINANCIAL PROPOSAL (BID FORM)

(Amount to be filled for the Entire Contract Period i.e. two (02) years)

(To be submitted duly signed by the Authorized Person on Firm's letter head in a sealed envelope)

The Senior Director,
Transport & Communication Department,
Karachi Metropolitan Corporation (KMC),
Karachi.

Subject: **MANAGEMENT, OPERATION & MAINTENANCE
CONTRACT OF LINES AREA PARKING PLAZA,
NEAR EMPRESS MARKET, SADDAR, KARACHI.**

Having read the terms and conditions of the Request for Proposals (RFP), for the subject mentioned contract, I do hereby agree to pay a sum of Pakistani Rs. _____ (Rupees _____) to the Karachi Metropolitan Corporation (KMC) for the entire contract period i.e. two (02) years.

The payment of 1st installment of the bid amount shall be made to KMC at the time of signing of agreement / commencement of the contract and thereafter the remaining seven (07) installments at the beginning of each successive quarter of the year.

I do hereby agree to charge the fees / charges as per existing schedule of charges / already approved rates of KMC, as mentioned in Clause 6.0, Table 6.2 of this RFP.

I do hereby undertake to abide by the terms and conditions of R.F.P.

Yours sincerely,

NAME : _____
DESIGNATION : _____
SIGNATURE : _____
SEAL : _____



AGREEMENT
For Management, Operation & Maintenance of Lines Area Parking Plaza, Near
Empress Market, Saddar, Karachi

THIS AGREEMENT is made at Karachi on this _____ day of _____, 2014 between the Karachi Metropolitan Corporation, (hereinafter called "the KMC") on one part, and M/s. _____, having its office at _____, Karachi / Pakistan. (hereinafter called "the Parking Plaza Operator") on the other part.

WHEREAS the KMC intends to award the Contract for Management, Operation and Maintenance of the Lines Area Parking Plaza, situated near Empress Market, Saddar, Karachi as described in the Request for Proposal (RFP) and requested the Parking Plaza Operator to undertake and perform the services described in its proposal, which the Parking Plaza Operator has agreed to do upon subject to the terms and conditions set out in this Agreement.

NOW, IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows:

1.0 Documents of the Parking Plaza Management Contract

1.1 The following documents (hereinafter called "the Documents of the Parking Plaza Management Contract") shall form part of and shall be read and construed in conjunction with this Agreement:

- The Request for Proposal (RFP) document.
- The Parking Plaza Operator's Bid Package.
- The Agreement.
- The Letter of Award.

1.2 In the event of any conflict or discrepancy between any of the documents of the Parking Plaza Management Contract and any of the terms of this Agreement, the terms of this Agreement shall prevail.

2.0 Definitions:

Authority – the Karachi Metropolitan Corporation (KMC) through its Administrator.

Parking Plaza Operator – the Firm / Company appointed by the KMC to perform the services as specified in this contract.

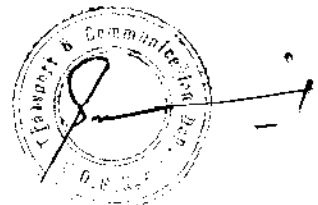
Demised Premises – the Parking Plaza located near Empress Market, Saddar, Karachi.

3.0 THE PARKING PLAZA OPERATOR HEREBY COVENANTS WITH THE KMC as follows:

- (a) The Parking Plaza Operator shall pay to the KMC the bid amount on quarterly basis in accordance with the following conditions:
- i. The first quarterly installment of bid amount equal to Rs. _____ shall be paid to the KMC on the day the Agreement is signed.



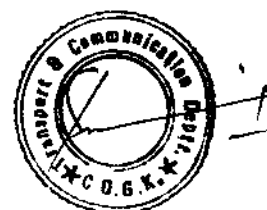
- ii. The remaining Seven (07) quarterly installments of bid amount shall be paid to the KMC in such a manner that each payment equal to Rs. _____ shall be made in advance at the beginning of each successive quarter i.e. within ten (10) days of the day the payment is due.
- iii. Penalty on delay in payments will be imposed at the rate of 0.015% per day on the amount due at the cutoff date as specified in clause 3 (a) ii.
- (b) The Parking Plaza Operator shall be responsible to pay all utility bills such as Electricity, Gas, Water & Sewerage, Conservancy, Fire etc. or any other tax levied by the Government(s) from time to time as per prevailing taxation policy and Laws of the Government(s).
- (c) Not to carry out any alteration, demolition or addition to the Demised Premises which affect the structure of the building and other structures and the boundary wall comprised therein without the prior permission in writing of the KMC.
- (d) To take reasonable care of the Demised Premises, and to repair and make good at its own expense any damage thereto caused by any negligent act of the Parking Plaza Operator or its employees, servants or agents but this covenant shall not extend to and nothing contained in this covenant shall apply to any loss damage or deterioration of the kind resulting from natural causes or from any structural or latent or other defect in the Demised Premises or any part thereof.
- (e) Not to assign, sub-let or part with the possession of the Demised Premises or any part thereof under any circumstances.
- (f) At the determination of the contract or any renewals thereof to hand over vacant possession of the Demised Premises to the KMC in as good state and condition as they are at the commencement of the Contract except as to loss damage or deterioration of the kind specified in paragraph 3 (d) hereof.
- (g) Not to place or keep or permit to be placed or kept in the Demised Premises any offensive, dangerous, highly inflammable or explosive material or any other articles or things which may constitute a danger to the Demised Premises, but nothing contained in this covenant is intended to or shall be construed as prohibiting the arming of the Parking Plaza Operator's security guards or the storage of such quantities of arms and ammunition as may reasonably be required for said security guards, or the storage of petrol, diesel, kerosene and other fuels / lubricants required for and in connection with the business of the Parking Plaza.
- (1) The Parking Plaza Operator on his sole cost and expense, during the term of the Agreement, obtain insurance for damages / destruction to installations and injuries etc. to its employees and bear third party liability.
- (.) The KMC shall depute a supervisor who shall be an officer not less than ADO to act as primary contact with Parking Plaza Operator. The Parking Plaza Operator shall nominate a focal person with sufficient authority to realize with TCD on all matters pursuant to this Agreement and ensure on a day to day basis the efficient and safe operation of Parking Plaza.
- (.) The Parking Plaza Operator covenants to ensure, he will make all records available to show to the KMC and will comply with Laws of Government and directives issued from time to time under the relevant rules & regulations and upon the instruction / directives of the KMC.



- (k) The Parking Plaza Operator, during the phase of operation of the facility, will adhere to standards of operating practices as set out by the TCD, KMC.
- (l) The Parking Plaza Operator shall maintain the Parking Plaza in good condition maintaining high standard and prudent practices, including periodic maintenance, repairs, refurbishment and replacement of equipment necessary for efficient operation of the Parking Plaza. 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, the cost to be borne by the Operator.
- (m) Transfer of property upon expiry of this agreement shall include all physical assets, sub-contracts / agreements signed by the Parking Plaza Operator with business, trade, employees. The Operator shall remain liable for all obligations and liabilities for the continuing sub- contracts not covered by the clause. In any case the Operator will hand over the parking plaza in properly maintained and operated condition and thereafter will cease to have any liability for maintenance of the said parking plaza.
- (n) The Parking Plaza Operator, shall submit Bid Security along with the bid / proposal, equal to two percent (2 %) of bid amount, through pay order, which will be returned to the Operator upon satisfactory performance / on expiry of the Agreement.
- (o) The Parking Plaza Operator, upon receipt of the 'Notification of Award' and before signing of the Agreement, shall submit Performance Guarantee equal to ten percent (10%) of the bid amount, in shape of Bank Guarantee from any scheduled / approved Bank, through pay order, which will be returned to the Operator upon satisfactory performance / on expiry of the Agreement.
- (p) Installation of individual electricity meters for different premises of the Parking Plaza is in process, which may take time. However, in the meantime, electricity to the Parking Plaza floors is being provided from the temporary electricity connection of the building and the operator will pay the energy charges to KMC / building contractor, according to the electricity sub-meter at the prevailing rates.

4.0 THE KMC HEREBY COVENANTS WITH THE PARKING PLAZA OPERATOR as follows:

- (a) To assist the parking plaza operator in applying for securing and maintaining all such permission, authorizations, approvals, consents and licenses as may be necessary or required by the parking plaza operator for and in connection with management, operation and maintenance of a Parking Plaza at and from the Demised Premises and for and in connection with the use of the Demised Premises in the manner permitted by paragraph 3(d) above and / or for and in connection with any alteration or modification made in or to the Demised Premises or any machinery, equipment, apparatus, fixture, fitting or other thing installed at or in the Demised Premises necessary for carrying out purposes of this Agreement.
- (b) The KMC has good valid and legal title to the Demised Premises herein contained and to permit the use and occupation thereof by the parking plaza operator for the purposes aforesaid.



- (c) To keep the parking plaza Operator safe, harmless and indemnified against all losses and damages whatsoever occasioned to or suffered by the parking plaza operator owing to any claim suit or demand preferred by anyone pertaining to the title or right of the CDGK in or to all or any part of the Demised Premises.

5.0 PROVIDED THAT AND IT IS HEREBY FURTHER AGREED BETWEEN THE KMC AND THE PARKING PLAZA OPERATOR as follows:-

- (a) If any sum payable by the Parking Plaza Operator under this Agreement, shall remain unpaid for fifteen (15) days from the date on which it was due and if the Parking Plaza Operator 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, it shall be lawful for the KMC at any time thereafter to re-enter upon the Demised Premises and thereupon this Agreement shall determine absolutely.
- (b) The Agreement may be terminated by the KMC or the Parking Plaza Operator at any time without assigning any reason upon giving two (2) months notice in writing of such termination and upon the expiry of the said two (2) months period the Contract shall stand terminated. The Parking Plaza Operator shall be obliged to pay rent till the expiry of the two (2) months notice period from either side.
- (c) If the Agreement is terminated by the Parking Plaza Operator in accordance with any one or more of the clauses or by the KMC for any reason whatsoever at any time prior to the expiry of the term of the Agreement, the KMC shall refund the balance amount, if any, to the Parking Plaza Operator at the time vacant possession of the Demised Premises is handed over to the KMC, or any advance rent paid by the Parking Plaza Operator after making the adjustments against rent / installments due up to the date of termination of the Agreement and the Parking Plaza Operator shall not be obliged to make any further payment under clause 3 hereof.
- (d) The KMC hereby grants to the Parking Plaza Operator a right of first refusal in respect of the Demised Premises as if the KMC decides to sell, auction, assign, transfer or otherwise howsoever dispose of the Demised Premises or any part thereof. However, after the expiry of this contract period, till such time a new operator is assigned the Contract / placed for Operation of the Parking Plaza, the present Operator shall continue to perform on the same terms and conditions.

6.0 The Parking Plaza Operator shall not be responsible, and no liability shall attach to the Parking Plaza Operator for any loss damage or deterioration of the Demised Premises or the KMC's fixtures fittings and equipment therein or any part thereof resulting directly or indirectly from reasonable wear and tear, act of God, civil commotion, mob violence, war, actions by or against enemies of the state, riots, earthquakes, floods, cyclones, tempest, fire, explosions or from any other cause whatsoever beyond the reasonable control of the Parking Plaza Operator.

7.0 Any notices required or permitted under or concerning this Deed shall be given in writing and may be sent, if intended for the KMC, to:

The Senior Director,
Transport & Communication Department,
Karachi Metropolitan Corporation (KMC),
8th Floor, Civic Centre, University Road,
Gulshan-e-Iqbal, Karachi.



and if intended for the Parking Plaza Operator, to the following address:

Mr. _____,
M.s. _____,
_____,
Karachi.

or to such other address as the KMC and the Parking Plaza Operator may from time to time notify each other in writing.

8.0 This Agreement has been drawn and signed in duplicate and it is agreed that the original shall be retained by the KMC and the duplicate by the Parking Plaza Operator. The stamp duty and registration fees in respect of this Agreement have been paid by the Parking Plaza Operator exclusively.

IN WITNESS WHEREOF the KMC and the Parking Plaza Operator have signed this Agreement the day and year hereinabove first written.

For and on behalf of the Karachi Metropolitan Corporation

Administrator, KMC.

in the presence of :

1. _____
2. _____

For and on behalf of the Parking Plaza Operator

Name: _____
Designation: _____
Firm: _____

in the presence of :

1. _____
2. _____

