

KARACHI METROPOLITAN CORPORATION



TENDER / TERMS OF REFERENCE

**CONSTRUCTION OF PEDESTRIAN BRIDGE IN FRONT OF
DISTRICT MALIR COURT, NATIONAL HIGHWAY, KARACHI, ON
BUILD, OPERATE & TRANSFER BASIS (BOT)**

TRANSPORT & COMMUNICATION DEPARTMENT

1.0 Introduction:

- 1.1 The population of Karachi is over 16 million and is growing at the rate of approximately 5% per annum. The rapid increase in population has placed heavy burden upon civic services. The net work of the roads rapidly built by the KMC on the one hand has provided smooth and speedy flow of traffic but on the other has also created a dire need of Pedestrian Bridges for the safe crossing of such roads by the Pedestrians.
- 1.2 The KMC invites the private sector to come-forward and to construct pedestrian bridges at following location of the city:

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The locations of pedestrian bridges have been grouped to achieve the package IRR and other assumptions to be taken in to consideration as detailed below:

- No financial support of the government
 - Concession period
 - Company's Equity
 - Average IRR Equity
- 1.3 Keeping focus on above-mentioned target, **Karachi Metropolitan Corporation (KMC)** invites the private sector for the proposals regarding planning, financing, installation and maintenance of Pedestrian Bridges meeting all the requirements of such facilities at locations as mentioned in para 1.2.
 - 1.4 The bidder will propose the conceptual scheme, expertise for fabrication, erection and installation the Pedestrian Bridges efficiently and maintain in accordance with prudent practice, and handover all the developed facilities to Karachi Metropolitan Corporation (KMC) in properly maintained-running condition after the expiry of agreed terms at no cost to KMC.
 - 1.5 The interested participants are required to submit their Technical and financial proposals (including company profiles) along with pay order of Rs.0.400 million (Rupees Zero point Four Million only) in favour of KMC along with Tender addressed to Senior Director, T&C Department, KMC, 8th Floor, Civic Centre, Gulshan-e-Iqbal Karachi, on the date of submission / opening of the bid as advertised.

2.0 Scope of the Agreement / License:

Bids/Offeres should be prepared for arrangement of the project finance, Development of the Facility from starting till completion including Planning, designing, construction and provision of allied infrastructure, utility connections from respective agencies. Collection of charges / fees etc. from their clients as per agreement and maintenance of the Pedestrian bridges including all Civil, Mechanical & Electrical installations on **Build, Operate & Transfer** basis. It should consist of all the facilities currently available for such modern Pedestrian Bridges facilities for such around the world, and should be absolutely in accordance with the prevalent environmental protection laws of the land.

3.0 **General:**

- 3.1 Prescribed tender documents can be obtained on the payment of Rs. 2,000/- (Non Refundable) in the shape of Pay order / Demand Draft in favor of KMC on production of following documents from the office of Senior Director, T&C Department, KMC, Civic Center, Karachi on any working day (except on the day of opening).
1. GST Registration Certificate
 2. Income Tax Certificate
 3. Computerized NIC of the authorized person.
- 3.2 The bidding shall be on "Single Stage - One envelope procedure".
- i. The Government notified black listed firms shall not be entertained.
 - ii. The procuring agency may reject all or any bids subject to the relevant provisions of SPRA Rules.
- 3.3 The Pedestrian Bridge along with all its installations, shall become property of the Karachi Metropolitan Corporation after expiry of the contract period or early termination of the contract, as the case may be.
- 3.4 The firm/consortia shall be responsible to construct the Pedestrian Bridges at specified locations from their own resources / investment within a period of one year from the date of signing the agreement. The said bridges shall be maintained by the firm throughout the contract period as per agreed standards and specifications.
- 3.5 The prospective bidder / contractor shall submit concept plan of pedestrian bridges to be constructed at specified locations within thirty (30) days of signing the agreement. Upon approval of the design by Karachi Metropolitan Corporation, the contractor shall submit detailed drawings and ensure start of the work within fifteen (15) days of issuance of the approval. The prospective bidder / contractor shall execute the work for construction of pedestrian bridge exactly in accordance with the approved design standards and specifications.
- 3.6 The project if accepted and approved by KMC shall be implemented as per the Contract Agreement.
- 3.7 The firm / consortia shall not be allowed to directly or indirectly sublet / mortgage / transfer rights to any third party.
- 3.8 The firm/consortia shall operate the facility and conduct the business as per the policy parameters laid down by the KMC.
- 3.9 The firm/consortia shall not be allowed to undertake any constructions / modifications in the Pedestrian Bridges without prior written permission of KMC.

- 3.10 The firm/consortia shall be responsible for the upkeep of Pedestrian Bridges in proper structurally sound/sanitary/hygienic condition.
- 3.11 KMC shall not be responsible for any damage or loss due to the other party while executing this project and during the concession period unless any damage or loss was on account of KMC.
- 3.12 The firm/consortia shall be responsible for making its own security arrangements for the protection of the respective Pedestrian Bridges, however the firm consortia can request the KMC for security support which KMC may elect to provide.
- 3.13 The designated monitoring committee of KMC as well as the firm/consortia, which shall meet periodically to monitor the project affairs and adherence of terms of reference by both parties.
- 3.14 In case of any default by the firm/consortia, the KMC shall issue three (3) notices on fortnightly basis and thereafter terminate the Contract by giving 30 days notice period.
- 3.15 The firm/consortia shall not involve KMC in litigation in any manner. In case of any disputes, the matter shall be referred to the Administrator Karachi who shall act as Arbitrator in the matter and his decision shall be final and binding on both parties.
- 3.16 The firm/consortia shall abide by all laws of the land including KMC laws and by laws enforced from time to time.
- 3.17 The bidders should have strong financial background for project financing and subsequent maintenance including payment of utility bills, etc. In this context, the bidders should demonstrate financial standing with documentary evidence.
- 3.18 The bidders should also have the capability to arrange and invest capital in foreign currency for importing the material if any.
- 3.19 The bidders shall have to arrange all finances and at no stage, KMC will involve itself in investment matters.
- 3.20 The KMC will not bear or be responsible for any type of financial guarantees or any other charges or financial liabilities whatsoever.
- 3.21 The KMC will be indemnified from all losses / liabilities / charges during the lease period.
- 3.22 The KMC shall not provide guarantees regarding safeguarding the investment of the successful bidder.
- 3.23 The Firm will arrange all utility services at its own expenses & shall be responsible to clear the Utilities bills regularly. A copy of paid utility bills shall be regularly submitted to KMC for record.

- 3.24 The firm/consortia shall also be responsible to pay all Federal / Provincial Governments and Municipal Taxes / charges.
- 3.25 The firm/consortia shall ensure the compliance of National Environmental Quality Standards (NEQS). In case where NEQS are not present, International standard shall be enforced.
- 3.26 The firm/consortia shall provide proper security of facilities provided, equipment, health and safety issues of employees working there, public life and property, employees of KMC any visitor having permission to entry within the limits earmarked by the KMC.
- 3.27 The bidders shall be allowed advertisement rights on the advertisement panel of specified design and size for the contract period. The advertisement panel in no case shall be more than 10 feet height and the length shall be in accordance with the span of the bridge.
- 3.28 The Company shall be required to submit the Project Financing Plan within seven (07) days of signing the agreement, and shall ensure Financial Close within thirty (30) days of signing the Agreement.

4. Company's Offer:

The bidders shall ensure to submit, the following information along with other necessary details :

A. Company's Profile:

- i. General details of the firm/company/Joint venture i.e. name, registered address, phone fax and e-mail address and telegraphic addresses of registered head office and branch offices, if any.
- ii. Particulars of association/consortium/franchise with any other firm along with copy of registered documents to this effect (any association without certification/verification of registrar of companies shall not be entertained)
- iii. Details of relevant experience along with list of similar assignments undertaken or in hand with the company.
- iv. List of technical personnel with qualification & experience and a letter of consent duly signed by the personnel marked as follow:-
 - a) Working as permanent employee.
 - b) Consulting associates.
 - c) Part time employees.
 - d) Partners of the company.

B. Terms of Reference

- i. Conceptual plan of the proposal indicating design of advertisement panel.
- ii. Conceptual designs supported with pictures, drawings, and sketches, list of skilled and un-skilled Manpower, list of Equipments, and Methodology of Operations.
- iii. Health and environment safety measures
- iv. Any other details considered necessary.

C. Financial Details

- i. Capital cost Investment.
- ii. Annual Operation & Maintenance cost
- iii. Financial standing of the company
- iv. The offer should accompany a Pay Order to the tune of Rs.0.400 million refundable to unsuccessful bidders after selection of successful bidder. The bid security of successful bid shall be adjusted as non-refundable revenue share of KMC.
- v. The successful bidder has required to submit Performance Guarantee of 5% of construction cost in shape of pay order or Bank Guarantee in favour of KMC at the time of award of contract. The Performance Guarantee will be refunded after completion of construction work of pedestrian bridge.
- vi. The successful bidder shall however, be allowed to incorporate the cost of Performance Bond in the financial model as an expense.
- vii. All the above information should be sufficiently supported by logical and acceptable grounds.
- viii. Any other details considered necessary.

D. Time Frame :

- i. Tender should be dropped in the tender box kept in the office of the Senior Director (T&CD), KMC, at 8th Floor Civic Centre, Karachi, on tender opening date as advertised.
- ii. The bids shall be opened publicly at 14:30 hours on the same day in presence of bidders or their nominated representatives who wish to attend.
- iii. In case the tender is not opened on schedule date due to any reason then the same shall be opened on next working day.
- iv. The Agreement may be terminated at any time if the performance of the other Party is found unsatisfactory to the KMC. Any loss to KMC as a result to this termination due to unsatisfactory performance shall be recovered from the other Party.

5. Evaluation Criteria :

SN	CRITERIA	MAXIMUM MARKING
A.	GENERAL :	
1.	ORGANIZATION & PROJECT MANAGEMENT / EXECUTION OF CIVIL WORKS : A. ORGANIZATION PROFILE B. DETAIL OF CIVIL WORK / PROJECT MANAGEMENT DETAILS.	15 08 07
2.	MANPOWER RESOURCES IN VARIOUS CATEGORIES, PARTICULARLY THE SPECIALIZED CADRE (STEEL STRUCTURE FABRICATION & ERECTION) : A. MANPOWER RESOURCES B. EXPERIENCE DETAIL OF STEEL STRUCTURE FABRICATION & ERECTION	20 10 10
B.	RELEVANT FIELD :	
3.	EXPERIENCE FOR EXECUTION OF SIMILAR WORKS (STEEL STRUCTURE FABRICATION & ERECTION) : A. EXPERIENCE OF STEEL STRUCTURE WORK B. EXPERIENCE OF STEEL FABRICATION & ERECTION WORK	20 10 10
4.	PROPOSED STAFFING FOR THE PROJECT : A. TECHNICAL STAFF OF COMPANY B. EXPERIENCE STAFF OF SIMILAR PROJECT	15 07 08
5.	PROJECT MANAGEMENT	10
6.	AVAILABILITY OF WORKSHOP FACILITIES, TOOLS, PLANTS, ETC. FOR EXECUTION OF THE PROJECT (ATTACH DETAIL OF WORKSHOP FACILITIES & LIST OF TOOLS, PLANTS, ETC) : A. AVAILABILITY OF WORKSHOP B. DETAIL OF TOOLS, PLANTS	20 10 10
	TOTAL	100

Note: Those who will obtain more than 70% marks shall be declared as pre-qualified.

The bids shall be evaluated by the designated Evaluation Committee.

6. **Summary of the Offer:**

6.1 **To be produced to KMC by the Contractor**

1	Name of the Company/JV	
2	Annual turnover of the Company/JV (last five years)	Rs. / year
3	Assets of the company/JV	Rs.
4	Previous experience in last 20 years of the same type and magnitude of project. (Separate list and description should be enclosed).	
5	Contact/Authorized Person	
6	Contact Details	
7	Number of personnel to be employed giving various categories including Security Staff	
8	Proposed Date for operation of the Bridge.	
9	Capital Cost of Investment	Rs.
10	Annual O&M Cost	Rs./Year
11	Concession period required	_____ years (effective from the date of signing the Agreement)

Bidder offering lowest concession period with no KMC recourse shall be declared as the Successful Bidder.

6.2 The following documents are to be submitted along with tender in the same sequence as under:

- I) pay order **Rs.0.400 million** in favor of KMC as per terms & condition advertised.
- II) Original terms and conditions duly signed and stamped. Each page should be signed and stamped by authorized person.
- III) Valid Income Tax Certificate or Income Tax Exemption Certificate.
- IV) A certificate that the firm will abide all terms and conditions of the tender infringement for consequences for recommended by the competent authority.
- V) Audited financial statement for the last three (03) years.

Certified that all terms and conditions mentioned in the tender are acceptable and we will abide by them strictly.

Signature: _____

Address & Stamp: _____

Fax No. _____

Full Name & address of Firm :

CNIC No. of authorized person :

Signature of authorized person :
