

Online Advance Payment Details:-

Online Receipt No: **10240698**

Amount Rs. **500,000**

Dated: 23-10-2024


Bank: HBL KPT Branch, Karachi

For PPRA User IDs of MIS Department, Karachi Port Trust.

- i) Prem Danicha
- ii) Khurram Shaheezad


# DAILY THE NEWS

## DATED: 26-11-2024



### KARACHI PORT TRUST

Gateway to Pakistan  
A Great Heritage - A Vibrant Future



### FINANCE DIVISION

**HIRING OF MANAGEMENT CONSULTANCY /CA FIRM TO  
CONDUCT ASSESSMENT /AUDIT OF SEAPORTS AT  
KARACHI FOR STRATEGIC PLANNING, ADMINISTRATION  
AND GOVERNANCE, PORT & SHIPPING AND LOGISTICS**

LAST ISSUANCE DATE OF TENDER	LAST DATE AND TIME OF RECEIPT	OPENING DATE AND TIME OF TENDER
11-DEC-2024 at 1600 HRS	12-DEC-2024 at 1030 HRS	12-DEC-2024 at 1100 HRS

- Tender is invited under rule 36 (a) of PPRA 2004 (amended). The complete detail, scope of work, technical evaluation criteria and other terms and conditions, instructions are given in the tender documents.
- Tender documents can be purchased from the office of the CAO, KPT on written request on firm's letter head against non-refundable documents fee of Rs. 3000/- to be deposited in the Habib Bank Ltd, KPT Branch, Karachi via submission of pay order to be drawn in favour of **Chief Accounts Officer, KPT Karachi**. Alternatively the tender document can also be **downloaded free of cost** from KPT website, [www.kpt.gov.pk](http://www.kpt.gov.pk). The participating firms are requested to submit General Sales Tax Registration & NTN Certificates along-with latest Active Taxpayer List (ATL) certificate.
- No tender will be issued on the opening date of the tenders. Tender documents will only be issued to those firms who provide General Sales Tax Registration, NTN Certificates & copy of CNIC of the bearer with the request letter.
- Each bid should comprise of one single envelope containing, separately, financial proposal and technical proposal. All bids received shall be opened and evaluated in the manner described in the tender documents. The Offers must be valid for **180 days** from the date of opening of tenders.
- Interested firms are requested to attend **PRE-BID MEETING** on **04-DEC-2024** at **1100 hours** in the office of **Chief Accounts Officer (CAO), KPT Head Office** to clarify queries/questions/any ambiguities (if any).
- Karachi Port Trust may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The reason for rejection shall be communicated as per **PPRA Rules**.
- For further information please visit websites [www.kpt.gov.pk](http://www.kpt.gov.pk) / [www.ppra.org.pk](http://www.ppra.org.pk)

**GENERAL MANAGER (F)**  
KPT Head Office Building, Eduljee Dinshaw Road,  
Karachi-74000, UAN 111-KPT-111 Ph:99214318  
Fax-99214329-30 Website-[www.kpt.gov.pk](http://www.kpt.gov.pk)  
PPRA website address: [www.ppra.org.pk](http://www.ppra.org.pk)

"SAY NO TO CORRUPTION" PID K-1634/24



**KARACHI PORT TRUST**

**TENDER FOR THE HIRING OF  
MANAGEMENT CONSULTANCY /CA  
FIRM TO CONDUCT ASSESSMENT  
/AUDIT OF SEAPORTS AT KARACHI  
FOR STRATEGIC PLANNING,  
ADMINISTRATION AND GOVERNANCE,  
PORT & SHIPPING AND LOGISTICS**



# KARACHI PORT TRUST

**Tender No. ADVT – OPS-08**

**TENDER FOR THE HIRING OF MANAGEMENT CONSULTANCY/CA FIRM TO CONDUCT ASSESSMENT /AUDIT OF SEA PORTS AT KARACHI FOR STRATEGIC PLANNING, ADMINISTRATION AND GOVERNANCE, PORT & SHIPPING AND LOGISTICS**

Contents:

- (1) Tender Notice
- (2) Instruction to Tenderer & Terms and Conditions
- (3) The Scope of Work, Deliverables, Work Plan
- (4) The Tender
- (5) Standard Conditions of Contract
- (6) Evaluation & Selection Criteria
- (7) Payment Terms / Method
- (8) Special Note
- (9) Composition and Particulars of the Tendering Firm
- (10) Performa of Bank Guarantee

The completed set of these tender documents, duly filled in and priced, must be delivered at the office of the Chief Accounts Officer, Karachi Port Trust before **1030** hours on the date mentioned in advertisement in a sealed cover super scribed tender for ***as above***.

**Submitting Firm Name**

**M/s.** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Contact Details:** \_\_\_\_\_

**General Manager Operations  
Karachi Port Trust**

**Note: Each page must be signed and stamped by the firm.**



# KARACHI PORT TRUST

## **TENDER NOTICE**

1. Tender is invited from the registered MANAGEMENT CONSULTANCY/ CA FIRM for **to conduct Assessment/Audit Of Sea Ports at Karachi For Strategic Planning, Administration And Governance, Port & Shipping And Logistics**. Complete details of the requirements, terms and instructions to the tenders are given in the tender documents.
2. Tender documents can be collected from the office of the Chief Accounts Officer through written request on the letter head of the party against non-refundable amount of **Rs. 3,000/-** to be deposited in Habib Bank Ltd, KPT Branch, Karachi against pay order to be issued in favour of Chief Accounts Officer, KPT Karachi. No tender will be issued on the opening date of the tender.
3. Tender documents can also be downloaded free of cost from KPT website, [www.kpt.gov.pk](http://www.kpt.gov.pk). The participating firms are requested to submit General Sales Tax Registration & NTN Certificates along-with latest Active Taxpayer List (ATL) certificate.
4. Tenderers should deposit the requisite amount of earnest money as specified in the tender documents either by pay order to be drawn in favour of the Chief Accounts Officer KPT Karachi or Bank Guarantee (except UBL) as per KPT standard Performa and furnish as under:
  - a) Pay order should accompany the **technical offer**, or Bank Guarantee should accompany the **technical offer**.
  - b) Tender shall not be considered if received without the requisite amount of earnest money.
5. The Tenderers whose tender is approved in whole or in part will deposit performance security money of **5% of Bid Price within 14 days** of the acceptance of the tender and if they fail to do so the Earnest Money deposit shall be confiscated. *Bank Guarantee can also be accepted towards performance security deposit.*
6. The complete set of tender documents in sealed covers super scripted on envelopes the name of the tender to be addressed to the Chief Accounts Officer KPT should be deposited in **Sealed Tender Box** before **10:30 AM** or sent by registered post with acknowledgement due so as to reach the undersigned not later than **10:30 AM** on the date mentioned in advertisement.
7. The Tender shall be **opened at 11:00 AM** on the date of opening, mentioned in advertisement, in the presence of such tenderer or their authorized representative who care to be present.
8. Karachi Port Trust may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The reason for rejection shall be communicated as per **PPRA Rules**.
9. Offers must remain open for acceptance for atleast **30 days** from the date of opening of tender.

**General Manager Operations  
Karachi Port Trust**



## KARACHI PORT TRUST

### **INSTRUCTIONS TO TENDERER AND TERMS AND CONDITIONS OF THE TENDER**

1. Karachi Port Trust (KPT) intends to avail the services of a reputed Management Consultancy/CA Firm To Conduct Assessment /Audit of Seaports at Karachi For Strategic Planning, Administration And Governance, Port & Shipping And Logistics under clause 36 (a) of PPRA rules (i.e. single stage one envelope). Earnest money/bid security is to be enclosed along with the filled up tender documents (With Technical Bid) by way of Demand Draft / Pay Order of **Rs. 100,000/-** in favor of Chief Accounts Officer KPT.
2. The MANAGEMENT CONSULTANCY/CA FIRM should have the minimum mandatory eligibility and qualification requirements as given in evaluation criteria. The work performance requirement of KPT shall be in accordance with international financial reporting frameworks.
3. Tender documents may be collected from the Office of the Chief Accounts Officer KPT during office hours i.e. 1000 hours to 1300 hours on Mondays to Fridays before date of opening mentioned in tender advertisement any time before submitting the proposal. The Tender documents have been uploaded on KPT & Pakistan Public Procurement Authority (PPRA) websites, as well.
4. A prospective bidder requiring any clarification regarding tender documents may notify KPT in writing or by facsimile at the following address: Chief Accounts Officer, Karachi Port Trust, Edulji Dinshaw Road, Karachi (Tel. No. 021-99214530-40 Ext 2357) [www.kpt.govt.pk](http://www.kpt.govt.pk). KPT will respond in writing to any queries for clarifications that it receives earlier than 8 days prior to the Bid Submission Date. Written copies of the KPT's response (including details of the query without identifying the source of the inquiry) will be sent to all prospective bidders who have obtained the tender documents.
5. A pre-bid meeting will be held between interested MANAGEMENT CONSULTANCY/CA FIRM(s) and KPT Management on Wednesday 07-12-2022 at 1000 hours in the room General Manager (F) to discuss the requirements of the tender.
6. It may be noted that MANAGEMENT CONSULTANCY/CA FIRM that does not fulfill the requirement will not be considered. Tenders of only those will be opened who fulfill the terms and conditions of this tender.
7. Earnest money/bid security of the unsuccessful bidder will be returned without interest. Earnest money of the successful bidder will be returned and successful bidder will submit security deposit amounting to 5% of Bid Price and shall remain with KPT during the tenure of contract.
8. Earnest Money/Bid security of successful bidder will be forfeited in case he fails to accept the order.
9. The name, address, profile of the firm with fax and telephone numbers and proof of registration of the firm and year of inception.



## KARACHI PORT TRUST

10. The bid documents supplied by KPT must be returned in original, duly signed and stamped (each page) as a token of acknowledgment/ acceptance.

11. Any other relevant documents and technical information etc. which the bidder may consider relevant to make the bid convincing and/or which KPT may subsequently require for scrutiny of bid, may please be provided.

12. KPT reserves the right to accept or reject any or all proposals as per PPRA-2004 and no claim whatsoever in this respect shall be entertained.

13. **SCOPE OF WORK OF THE MANAGEMENT CONSULTANCY/CA FIRM IN BRIEF:**

- a) Evaluate economy, efficiency and effectiveness of the Sea ports at Karachi and management and operations.
- b) Evaluate their performance in line with mutually agreed Key Performance indicators.
- c) Identify incidences of mis-appropriations, embezzlement, corruption and fraud etc.
- d) Identify measures for improving operations of these entities.
- e) Identify measures to reduce dwell times at the ports.
- f) Evaluate compliances with international regulatory framework and best practices.
- g) Prioritize areas for improvement with immediate, short-term a, medium term and long-term perspectives.
- h) Suggest ways to control corruption and corrupt practices.
- i) Carryout comparative analysis of potential / capacity of ports vis a vis actual (current) performance.

14. **DELIVERABLES**

The firm shall deliver the reports, as per international recognized Standard Operating Procedures.

15. **TIMELINE FOR THE ASSIGNMENT / AUDIT:**

The assignment / audit service shall be completed within 2 months of award of contract.

16. **WORK PLAN AND REPORTS:**

The successful bidder shall provide a work plan; list of allocable resources with timelines for completion of assignment within 7 days of issuance of work order or signing of contract (whichever is earlier). Work will commence one day following the date of approval of the work plan by KPT.



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### 17. **CONFIDENTIALITY:**

Strict confidentiality should be maintained with respect of all aspects of the assignment. Need to hold strict confidence regarding all information obtained and should not disclosed any information to others or use such information except required by Law.

### 18. **SUBMISSION OF TENDER:**

- i. Tenderers should examine carefully the terms and conditions of the tender, the standard conditions of contract, the special conditions of contract, the specifications and schedule.
- ii. The tender must be addressed to the Chief Accounts Officer KPT Karachi placed in a cover duly sealed and superscripted with the words **“Hiring of MANAGEMENT CONSULTANCY / CA FIRM to conduct Assessment / Audit of Sea Ports at Karachi For Strategic Planning, Administration And Governance, Port & Shipping And Logistics.”**
- iii. The tender must either be sent by registered post or deposited in person in the Tender Box kept for this purpose in the office of the **Chief Accounts Officer KPT**, so as to reach him by **1030 hours** on the date of opening mentioned in the tender advertisement. The tender will be opened at **1100 hours** in presence of the tenderers or of their authorized representative, who care to be present. *Tender, if received after the stipulated time will not be considered.*

### 19. **BID SECURITY:**

- a) At the time of tender, it is required to submit a pay order amounting to **Rs. 100,000/-** in the name of **Chief Accounts Officer KPT**, as earnest money deposit **with technical Offer**. Payment may be made by pay order issued by scheduled bank which must accompany the tender submitted by the firm, in the form of Pay Order or Bank Guarantee.
- b) Bank Guarantee of banks (except UBL) located in Karachi in respect of bid security will be accepted, KPT standard proforma of Bank guarantee attached.
- c) Bid Security of all unsuccessful Tenderers will be refunded without any interest after the tenders have been finally decided by the Competent Authority.
- d) Bid security deposits of successful Tenderers shall be retained until such time performance security deposit has been lodged.
- e) Should any tenderer withdraw their tender before its acceptance or before the opening date of the tender, or in case, he backs out after acceptance; their bid security shall be forfeited.





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### 20. **FURNISHING OF INFORMATION BY THE TENDERER:**

- a) Tenderers must produce evidence, with their tender that they have experience and are fully capable of carrying out work of this class and magnitude.
- b) Tenderers are required to submit a certificate copy of the Partnership Deed of their concern in which the names & addresses of the partners and Directors of the Firm should be given and full particulars and composition of their firm should be furnished with the Tender (enclosed) without which tenders will not be considered (In case of Partnership concern).

### 21. **SIGNATURE OF THE TENDERER AND FIRMS RUBBER STAMP:**

- a) All tenders submitted must be signed only by a partner or other person authorized to do so, on their behalf and should bear rubber stamp of the firm.

### 22. **ACCEPTANCE OR REJECTION OF THE TENDER:**

- a) Tenderer will be required to conform strictly to all the terms and conditions stipulated in the tender. Tender will not be considered unless “The Tender” is signed and rubber stamped.
- b) No alteration or interpolation should usually be made by the Tenderers in the tender conditions of this tender specifications or the schedule. The tenderer should clearly understand that in case any such alteration or interpolation then their tenders may at the discretion of the Karachi Port Trust be reject either in whole or in part without assigning any reasons.
- c) The Board of Trustees / Chairman or any other Officer of the Karachi Port Trust authorized in this behalf reserve to themselves the right to reject the lowest or any tender, without assigning any reason or to accept any tender in part or in whole, at their sole discretion in the interest of KPT and in sprit of PPRA Rules.

### 23. **PERFORMANCE SECURITY DEPOSIT:**

- a) Tenderer whose tender is approved, shall have to lodge a performance security deposit of **5% of Bid Price** in the favour of Chief Accounts Officer, KPT for which their tender has been accepted within 14 days of acceptance of the tender and if they fail to do so, their earnest money deposit shall be forfeited.
- b) Deposit in connection with the tender or contract will be lodged and receipts granted in favour of bidders or contractors, as the case may be and not in the name of person who lodged the deposit on their behalf.
- c) The tenderers must specify strictly whether in the event of the contract being placed with them, the performance security deposit will be tendered by pay order.
- d) The performance security deposit lodged against the contract will be held until the satisfactory completion of the whole contract period and will be forfeited at the discretion



## KARACHI PORT TRUST

of the Chairman KPT in case of failure to fulfill all or any of the conditions of the contract, in respective of and without prejudice to any other remedy for such failure which the Board may seek under the terms and conditions of the contract.

### 24. **EXECUTION OF AGREEMENT:**

- a) The successful tenderers shall require entering into an agreement with the Karachi Port Trust within 14 days from the receipt of acceptance letter from K.P.T.
- b) In the event of the successful tenderer failing to execute the Agreement within the specified period the Karachi Port Trust shall without prejudice to its right to forfeit the earnest money, be at liberty to re-invite tenders at the risk as to cost and consequences of the successful tenderer.

### 25. **VALIDITY OF OFFER:**

- a) Offer must remain open for acceptance up to at least **180 days** from the date of opening of tender.

**SIGNATURE OF THE TENDERER  
WITH RUBBER STAMP OF THE FIRM**



# KARACHI PORT TRUST

## THE TENDER

<p style="text-align: center;"><b>HIRING OF MANAGEMENT CONSULTANCY/CA FIRM TO CONDUCT ASSESSMENT /AUDIT OF KPT FOR STRATEGIC PLANNING, ADMINISTRATION AND GOVERNANCE, PORT &amp; SHIPPING AND LOGISTICS</b></p>
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**General Manager Operations (GMO),  
Karachi Port Trust,  
Karachi.**

1. I/We having made myself/ourselves fully acquainted with the requirement of the Karachi Port Trust, as detailed in the Tender Notice, instructions to Tenderer/s, Tender form, standard and special conditions of contract, specification and the schedule, offer to comply to the rates mentioned by me/ us in the schedule at the shown by me/us therein.
2. I/We agree that this offer is irrevocable until **30 days** from the date of opening of Tender.
3. I/We further agree, in the event of this tender being accepted wholly or in part. To pay the cost the stamp on the relevant contract agreement form and undertake duly to execute the same and make the Security deposit mentioned in clause 3 of the attached standard conditions of contract.
4. I/we agree that, should I/We withdraw the offer within the aforesaid period or fail to execute the formal contract Agreement and or make the required security deposit within 14 days, the Board of Trustees of the Karachi Port Trust shall be liberty at their absolute discretion to appropriate my/our earnest money deposit sum of **5% of Bid Price** either as agreed liquidated damages without any proof whatsoever of the extent of such damage or on contract, reserving to themselves the right to recover from me/us any further loss or expenses to which they have been put directly or indirectly by reason of any failure on my/our part as aforesaid.
5. I/We undertake to complete the assignment for which tender has been submitted by me/us within the delivery period quoted by me/us.
6. I/We agree that unless until a formal agreement is prepared and executed, this Tender together with your written acceptance thereof shall constitute a binding contract between us.
7. I/We have deposited the earnest money of **Rs.**\_\_\_\_\_ by pay order no. \_\_\_\_\_ dated \_\_\_\_\_.

**TENDERER**

(Full Signature) \_\_\_\_\_

Signed by **Mr.**\_\_\_\_\_

For & on behalf of:

**M/s.** \_\_\_\_\_



# KARACHI PORT TRUST

## Standard Conditions of Contract

<b>Definitions:</b>	<p>1. Throughout these conditions, the special Conditions &amp; the Specifications here to annexed the terms:</p> <p>(1). <b>“Board”</b> means Board of Trustees of Karachi Port Trust its successors or assigns.</p> <p>(2). <b>“Sub Contractor”</b> means any person, firm or Company from whom the MANAGEMENT CONSULTANCY/CA FIRM may obtain specified services mentioned in tender.</p> <p>(3). <b>“Contract”</b> shall mean the agreement made between the Board &amp; the MANAGEMENT CONSULTANCY FIRM/CA Firm to conduct AUDIT of KPT Financial Statements for the year from FY 2009-10 (from 1st July 2009) to FY 2023-24 (till 30th Jun 2024) including all documents to which reference may properly be made in order to ascertain the right and obligation of the practice under the said agreement.</p>
<b>Contract:</b>	This Contract is for the providing services of Hiring of MANAGEMENT CONSULTANCY/CA FIRM to conduct audit of KPT for strategic planning, administration and governance, port & shipping and logistics.
<b>Security Deposit:</b>	Unless otherwise agreed between the board and the contractor, the contractor shall within, 14 days written notice of acceptance of the Tender has been posted to the contractor deposit with the Chief Accounts Officer of the Karachi Port Trust (equivalent in Approved Public Rupees Securities) a sum equal to 5% of Bid Price. No interest shall be payable on deposits. In the event of the contractor's failure to make the security deposit in the manner aforesaid and with period specified. Such failure shall constitute a breach of contract and the Board shall be entitled to hire services of CA FIRM / MANAGEMENT CONSULTANCY FIRM elsewhere at the risk and expense of the successful bidder.
<b>Time for &amp; date of delivery or Dispatch the Essence of the Contract.</b>	The time for and the date of delivery or dispatch stipulated in the tender for the delivery of services / assignment shall be deemed to be the essence of the Contract & if the successful bidder fails to deliver within the period prescribed for such delivery, it will attract Liquidity Damage (LD) clause as late delivery charges @ 0.5% per week or part thereof to maximum of 10% will be deducted from basic price of order item.
<b>Execution of the contract</b>	The whole contract is to be executed in the most approved like manner to the entire satisfaction of the Board.
<b>Successful Bidder responsibility</b>	The Successful Bidder is to be entirely and solely responsible for the execution of the contract in all respects in accordance with the terms and conditions of the contract.
<b>Indemnify</b>	The Successful Bidder shall at all times indemnify the Board against all claims which may be made in respect of any infringement of any right protected by patent registration of design or trade mark and shall take all risks of accident or damages which may cause a failure of the service / assignment from whatever cause arising and the entire responsibility for all sufficiency of all the means used by him for the fulfillment of the contract provided always that in event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the Board, it shall notify the Successful Bidder of the same and the Successful Bidder shall be at liberty at his own expense to conduct negotiation for settlement of any litigation that may arise there from.
<b>Sub: Letting Contract</b>	The Successful Bidder shall let or assign this Contract or any part thereof without the written permission of the Board in the event of the Successful Bidder's sub-letting or assigning this Contract or any part thereof without such permission. Board shall be entitled cancel the Contract and to obtain services elsewhere on the Successful Bidder's account and risk and the Successful Bidder shall be liable for any loss or damage which the Board may sustain in consequence of arising out of such services.
<b>System of payment.</b>	Unless otherwise agreed between the Board and the Successful Bidder, payment will be made by the Chief Accounts Officer, Karachi Port Trust.
<b>Bribes Commission etc.</b>	Any bribe, commission, gift or advantage given promised or offered by or on behalf of the Successful Bidder or his partner, agent or servant, or any one on his or their behalf to any officer servant, representative or agent of the Board or any person on its behalf in relation to



## KARACHI PORT TRUST

	the obtaining or to the execution of this or any other Successful Bidder with the Board shall in addition to any criminal liability which he may incur subject the Successful Bidder to cancellation of this and all other Contracts and also to payments of any loss or damage resulting from such cancellation to the like extent as is provided in cases cancellation under clause 7 hereof; and the Board shall be entitled to deduct to the amounts so payable form any moneys, otherwise due to the Successful Bidder under this or any other Contract. Any question or dispute as to the commission of any offence under this clause shall be settled by the Board in such manner as it shall think fit and sufficient, and its decision shall be final conclusive.
<b>Law Governing the Contract</b>	This contract shall be governed by the laws of Pakistan Resort to court by either of the parties in respect of any dispute should be made only to an appropriate court within the limits of the Karachi Division.
<b>Arbitration</b>	Any other dispute whatsoever nature, (including the interpretation of this or any other relevant document) arising under this contract (except as to any matters the decision of which is specially provided for by these conditions) shall be referred to a sole arbitrator to be appointed by the Chairman, Karachi Port Trust, who shall have absolute discretion either to appoint an officer to the KPT or anyone else as the sole arbitrator. The decision of such sole arbitrator shall be final and conclusive and shall binding on all the parties to the contract and the provision of the Arbitration Act. 1940 and any statutory modification thereof and the rule framed there under shall be deemed to apply to and incorporated in this Contract.
	The Successful Bidder shall not stop the work during the pendency of the arbitration proceeding, but he shall continue to execute the work with full speed. However, the Chief Accounts Officer shall have to power to ask the Successful Bidder in writing to stop the work, in full or in part if he considers this necessary.

**SIGNATURE OF TENDERER  
WITH RUBBER STAMP OF THE FIRM**



# KARACHI PORT TRUST

## EVALUATION & SELECTION CRITERIA

### **A. Mandatory Requirement**

- (1) Bidder shall submit complete profile of the firm.
- (2) Bidder must be registered with Institute of Chartered Accountants in case of a CA firm.
- (3) Bidder must be on the panel of Statement Bank of Pakistan, under “Category A” in case of a CA firm.
- (4) In case of a management consultancy firm, it should be registered as a partnership firm of a limited company with SECP.
- (5) Bidder must have copy of partner deed (in case of partnership).
- (6) Bidder must have registration with FBR / SRB (copy to be provided).
- (7) Bidder shall be on the active taxpayer list of FBR.
- (8) Bidder shall furnish an undertaking on stamp paper for not being blacklisted by any government department / organization/public entity.

### **B. Bid eligibility / Qualification criteria / Evaluation Criteria**

The Procuring Agency shall use “Quality & Cost Based Selection Method” under “Single Stage One Envelope Method” of selection of firm under PPRA Rules. Scores shall be allocated based on evidence available in the proposal only. The assignment shall be awarded to the firm with the highest weighted aggregate score based on the following ratio:

- 50% for Technical Score
- 50% for Financial Score

### **C. Technical Evaluation Criteria (Weightage: 50)**

The technical bids will be evaluated as per below tabulated criteria. The bids scoring minimum 50 marks out of 100 marks will qualify for consideration with Financial Scoring.

S. NO.	CRITERIA	TOTAL MARKS	MARKS ALLOCATION
1	Experience of audit / assignment of Corporate Sector Companies / Public Sector Organizations during last five years	25	=> 5 = 25
			2 -5 = 17
			Below 2 = 10
2	Qualified CAs Number of partners Engineers, or Professionals Directors	25	8-10 partners = 25
			5-7 partners = 17
			Below 5 partners = 10
3	Qualified S.Managers /Managers of ICAP / ICMA / ACCA / Other Professional Bodies	25	10-20 staff = 25
			05-09 staff = 17
			Below 05 = 10
4	Partly Qualified staff / trainees	25	Over 100 = 25
			50-100 = 17
			Below 50 = 5
	<b>Total (Technical Score)</b>	<b>100</b>	



## KARACHI PORT TRUST

### **D. Selection Criteria**

- **Technical Evaluation (Weightage: 50)**

Total score for technical bid is 50 points. The technical bid will be allowed maximum marks as per following criteria:

$$\text{Technical Score} = 50 \times \frac{\text{Technical Marks obtained by bidder}}{\text{Technical Marks obtained by highest bidder}}$$

- **Financial Evaluation (Weightage: 50)**

Total score for financial bid is 50 points. Financial bid will be evaluated as per below formula:

$$\text{Financial Score} = 50 \times \frac{\text{Amount of Lowest Submitted Bid}}{\text{Amount quoted by bidder}}$$

- a. The financial proposal must be inclusive of all taxes applicable in Pakistan including out of pocket expenses and any other expense. It is clarified that breakup of bid must portray separately the amount of applicable Sindh Sales Tax (SST), otherwise, it will be considered that the bid is inclusive of SST. Also, no amount of withholding taxes shall be paid separately.
- b. Financial bids of technically unsuccessful / unqualified bidders will be returned unopened.
- c. As per rule 31 of PPRA Rules 2004, no change / modification in financial proposal is allowed once the same has been opened publicly.

**SIGNATURE OF TENDERER/BIDDER  
WITH RUBBER STAMP OF THE FIRM**



# KARACHI PORT TRUST

## **PAYMENT METHOD**

(1) KPT undertakes to pay in full within 30 days on receipt of valid invoice subject to submission of completed / finalized audit report along with management letter after completion of audit. Payment shall not be made in advance and against partial deliveries, and the payment shall be made subject to satisfactory completion of work for each year audit report. KPT will make payment for the assignment, to the bidder, in Pak Rupees (PKR), through cheque or online system.

(2) All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.

(3) KPT will not be responsible for any erroneous calculation of tax rates. However, any change in rates or structure of applicable taxes after bid submission date shall be adjusted in the price and shall be borne by the Bidder.

## **EXTENSION IN TIME, TERMINATION FOR DEFAULT AND TERMINATION FOR CONVENIENCE**

### **Extensions in time for performance of obligations under the Contract:**

If the Bidder encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Bidder shall, by written notice served on the Procuring agency, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Procuring agency shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Bidder, extend the Bidder's time for performance of its obligations under the Contract.

### **Termination for Default**

(1) If the Bidder fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract, the Procuring agency may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Bidder, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Bidder. Provided that the termination of the Contract shall be resorted to only if the Bidder does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.

(2) If the Procuring agency terminates the Contract for default, in whole or in part, the Procuring agency may procure, upon such terms and conditions and in such manner, as it deems appropriate, Services similar to those undelivered, and the Bidder shall be liable to the Procuring agency for any excess costs for such similar Services.





## **KARACHI PORT TRUST**

However, the Bidder shall continue performance of the Contract to the extent not terminated.

### **Termination for Convenience**

(1) The Procuring agency may, at any time, by written notice served on the Bidder, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Bidder.

(2) The services, which are complete or to be completed by the Bidder, within seven working days after the receipt of such notice, shall be accepted by the Procuring agency. For the remaining Services, the Procuring agency may elect:

- a. To have any portion thereof provided; and / or
- b. To cancel the remainder and pay to the Bidder an agreed amount for partially completed Services, together with a reasonable allowance for overhead and profit.

### **LIQUIDITY DAMAGES AND FORCE MAJEURE CLAUSE**

**Liquidity Damage (LD) Clause:** The supplies / services shall be affected as per agreed specifications, quality and other terms & conditions within the stipulated delivery period. If not delivered in stipulated delivery period it will attract Liquidity Damage (LD) clause as late delivery charges @ 0.5% per week or part thereof to maximum of 10% will be deducted from basic price of order item.

### **Force Majeure:**

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

**SIGNATURE OF TENDERER/BIDDER  
WITH RUBBER STAMP OF THE FIRM**



# KARACHI PORT TRUST

Annexure "A"

## BID FORM

To  
The Chairman  
Karachi Port Trust  
KPT Head Office Building  
Edułji Dinshaw Road,  
Karachi-74000 Pakistan

**Name of Assignment:** HIRING OF MANAGEMENT CONSULTANCY/CA FIRM TO CONDUCT AUDIT OF KPT FOR STRATEGIC PLANNING, ADMINISTRATION AND GOVERNANCE, PORT & SHIPPING AND LOGISTICS.

Dear Sir,

1. Having examined the Bid Documents and Specifications for the execution of the above named assignment, we the undersigned offer to execute and complete such assignment as given in Description of Service and in conformity with conditions mentioned in tender.
2. We understand that all Annexures attached hereto form part of this Bid.
3. We undertake, if our Bid is accepted, to commence and complete the whole assignment comprised in the Contract within the time stated in the bid documents.
4. We agree to abide by this Tender for the period of 180 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Unless and until a formal Contract Agreement is prepared and issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this day of \_\_\_\_\_ 20

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized to sign tenders for and on behalf of \_\_\_\_\_ Address \_\_\_\_\_

Witness

\_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_  
Occupation \_\_\_\_\_



# KARACHI PORT TRUST

Annexure "B"

## FINANCIAL OFFER

Financial year-wise audit report fee including out of pocket expenses shall be as follows:-

<b>Serial No.</b>	<b>Description</b>	<b>Fees (Including Out of pocket expenses)</b>	<b>Grand Total Fees (Including out of pocket expenses) for all years</b>
1	Base Price (Service Fees)	xxxxxxx	xxxxxxx
2	Sales Tax on Services	xxxxxxx	xxxxxxx
3	Gross Fees including sales tax	xxxxxxx	xxxxxxx

### **Note:**

It is clarified that breakup of bid must portray separately the amount of applicable Sindh Sales Tax (SST), otherwise, it will be considered that the bid is inclusive of SST. Also, no amount of withholding taxes shall be paid separately.

Taxes will be deducted as per the Tax Rules prevailing at the time of payment.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name of Firm & Seal



# KARACHI PORT TRUST

## FORM OF CONTRACT

This Contract (hereinafter called the "Contract") is made the \_\_\_\_ day of the month of \_\_\_\_\_, 2022, BETWEEN Karachi Port Trust (KPT) Edulji Dinshaw Road, Karachi, (hereinafter called the "Client" which expression shall include the successors-in-interest and assignees) of the one part AND M/s. \_\_\_\_\_ having its office at \_\_\_\_\_ (hereinafter called the "Bidder" which expression shall include the successors-in-interest and assignees) of the other part.

### WHEREAS

(a) the Client has requested the MANAGEMENT CONSULTANCY/ CA FIRM to carry out assessment / audit as mentioned in the Tender documents part of this Contract (hereinafter called the "Services"); and

(b) the MANAGEMENT CONSULTANCY/CA FIRM having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

The Parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form in integral part of this Contract:-

- (1) The Scope of Work, Deliverables, Work Plan and Reports
- (2) Bidding documents submitted firm

2. The mutual rights and obligations of the Client and the Auditors shall be as set forth in the Contract, in particular:-

(a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical counterparts, each of which shall be deemed as the original, as on the day and year first above written.

## **COMPOSITION & PARTICULARS OF THE TENDERING FIRM**



## KARACHI PORT TRUST

(To be furnished with the Tender failing which Tender may not be considered)

<b>PARTICULARS</b>		<b>DETAILS</b>
<b>1. In case of "SOLE PROPRIETOR SHIP CONCERN".</b>		
a)	Full Name of Proprietor.	
b)	Business address and Phone # if any.	
c)	Residential address & phone # if any.	
d)	Certificate copy of certificate of registration with Registrar of firm to be attached.	
<b>2. In case of "PARTNERSHIP CONCERN".</b>		
a)	Name of partners with their business / residential address & Phone No.	
b)	Partnership Deed & Certificate of registration (Certificate copies to be attached).	
<b>3. In case of "PRIVATE LTD. COMPANY".</b>		
a)	Names of all directors with their business / residential address and Ph. Nos if any.	
b)	Memorandum & Articles of Association of Company & Certificate of incorporation (certificate copies to be attached.	
<b>4. In case of "PUBLIC LTD. COMPANY".</b>		
	Memorandum & Articles of Association of Company & Certificate of incorporation (certificate copies to be attached.	
a)	Legal status and full particulars of the Attorney.	
b)	Period of validity or power of Attorney (Certificate copies of Special or General power of	



## KARACHI PORT TRUST

Attorney duly executed on stamp paper value & authority to be attached).	
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In submitting the above particulars, we further bind ourselves for furnishing to Karachi Port Trust any further changes in our particulars and composition, addresses and Phones Nos. of our firm / Proprietor / Partners / Directors etc.

We clearly understand that failure to comply with the above, or for submitting incorrect or inaccurate information, will render our Tender invalid.

Signature & Seal of the Tenderer

Signed by **Mr.** \_\_\_\_\_  
For & on behalf of

**M/s.** \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_



# KARACHI PORT TRUST

<b>BANK GUARANTEE BOND IN LIEU OF EARNEST MONEY</b>	Rs.....  Adhesive Stamp
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NOW ALL MEN BY THESE PRESENTS that we \_\_\_\_\_

(Name of the Bank)

do hereby bind ourselves and our successors, executors and administrators TO PAY to the TURSTEES OF THE PORT OF KARACHI, KARACHI PORT TRUST (hereinafter called the BOARD) on demand and without \_\_\_\_\_ reference \_\_\_\_\_ to \_\_\_\_\_ the \_\_\_\_\_ tenderers (.....)

(Name of Tenderers)

and without further question of the sum of Rs. ....  
(In figures)

(Say Rs.....)  
(In words)

WHEREAS the tenderer (.....)  
(Name of the Tenderer)

have tendered for the work of .....  
(Title of work)

requiring an earnest money amounting to Rs. ....  
(In figures)

say Rs. .... to  
(In words)

be deposited with Karachi Port Trust and binding then (the tenderers) to abide by their tender for a period of ..... days from the date .....  
(Date of opening of the tender)

NOW the condition of the above written bond is that;

1. Payment of Rs..... (Say Rs.....)  
(In figures) (In words)

will be made on the first demand of the Board through their Chief Account Officer and without reference to the Tenderers should the Tenderers withdraw the offer within the aforesaid period expiring on ..... or in case their tender accepted fail to execute the formal contract Agreement and or make the required Security Deposit in times of the Standard Tender Documents issued by the Board till ..... or till such extended time as the Bank may agree from time to time through a letter.

(5 months from the date of opening of the tender or till such extended time as the Bank may agree from time to time through a letter).

2. Its validity for lodgment of claims shall remain in full force any and effect till ..... or till such extended time as the Bank may agree from time to time through a letter.

(5 months from the date of opening of the tender or till such extended time as the Bank may agree from time to time through a letter).

SIGNED SEALED AND DELIVERED by then said.....  
(Name of Bank)

was hereinto affixed in the presence of: