



PORT QASIM AUTHORITY



TENDER NOTICE

1. Port Qasim Authority invites sealed proposals from the registered Management Consultancy/ CA Firm, registered with Income Tax and Sales Tax Departments & on E-PADS and who are on Active Taxpayers List of the Federal Board of Revenue, to conduct Assessment/Audit of Port Qasim Authority for Strategic Planning, Administration and Governance, Port & Shipping and Logistics.
2. Bidding documents containing detailed terms and conditions, etc. can be obtained from the office of Director (Cargo Operations), Port Qasim Authority on submission of written request alongwith Pay Order of Rs. 3,000/- (non-refundable) in favor of Port Qasim Authority, on any working day during office hours 0900 hours to 1500 hours. The bidding documents can also be downloaded from PQA and PPRA websites, free of cost.
3. A pre-bid meeting will be held on the 18th April 2025 at 1000 hrs in the Chairman Secretariat conference room, Port Qasim Authority, Karachi.
4. The bids prepared in accordance with the instructions in the bidding documents, must reach at the office of Director (Cargo Operations) by 1130 hours on or before 28th April 2025. The bids shall be **opened at 12:00 hours** on the same date, in presence of bidders who may wish to attend. The bids shall accompany bid security in the shape of Pay Order from AA rated Bank in the sum of Rs.100,000/- (Rupees One Hundred Thousand only) and bids without such bid security shall be rejected. Bids should also be submitted on e-Pads.
5. PQA reserves the right to accept or reject any or all proposals as per PPRA-2004 and no claims whatsoever in this respect shall be entertained. PQA's decision in this respect shall be final and binding upon all bidders. Bids received after due date and time shall not be entertained.

Secretary
Port Qasim Authority



PORT QASIM AUTHORITY



**TENDER FOR THE HIRING OF
MANAGEMENT CONSULTANCY
/CHARTERED ACCOUNTANTS (CA)
FIRM TO CONDUCT PERFORMANCE
AUDIT OF PORT QASIM AT KARACHI
FOR STRATEGIC PLANNING,
ADMINISTRATION AND GOVERNANCE,
PORT & SHIPPING AND LOGISTICS**



PORT QASIM AUTHORITY



Tender No. ADVT – OPS-01

TENDER FOR THE HIRING OF MANAGEMENT CONSULTANCY/CA FIRM TO CONDUCT PERFORMANCE AUDIT OF PORT QASIM 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 Director Cargo Operation, Operations Division, Port Qasim Authority before 1130 **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: _____

**Operations Division
Port Qasim**

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



PORT QASIM AUTHORITY



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**Secretary
Port Qasim Authority**



PORT QASIM AUTHORITY



INSTRUCTIONS TO TENDERER AND TERMS AND CONDITIONS OF THE TENDER

1. Port Qasim Authority (PQA) intends to avail services of a reputed Management Consultancy/CA Firm to conduct Performance Audit of Port Qasim Authority at Karachi for Strategic Planning, Administration And Governance, Port & Shipping and Logistics under clause 36 (a) of Public Procurement Rules, 2004 (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 Pay Order of **Rs. 100,000/-** in favor of Port Qasim Authority.
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 PQA shall be in accordance with international financial reporting frameworks.
3. Tender documents may be collected from the Office of the Director Cargo Operation, Operations Division PQA during office hours i.e. 0900 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 PQA, E-Pad & PPRA websites, as well.
4. A pre-bid meeting will be held between interested Management Consultancy/CA Firm(s) and PQA Management on the date & time published in NIT in the Chairman conference to discuss the requirements of the tender. A prospective bidder requiring any clarification regarding tender documents may notify PQA in writing or by email at the following address: Director Cargo Operation, Operations Division, Port Qasim Authority, Bin Qasim, Karachi, director.cargo@pqa.gov.pk. PQA will respond in writing to any queries for clarifications that it receives before or during pre-bid meeting. Written copies of the PQA'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. It may be noted that Management Consultancy/CA Firm that does not fulfill the requirement will not be considered. Tenders of only those firms will be opened who fulfill the terms and conditions of this tender.
6. Earnest money/bid security of the unsuccessful bidder will be returned without interest. Earnest money / bid security of the successful bidder will be returned and successful bidder will submit performance security deposit amounting to 5% of Bid Price and shall remain with PQA during the tenure of contract.
7. Earnest Money/Bid security of successful bidder will be forfeited in case he fails to accept the order.
8. The name, address, email address, profile of the firm with fax and telephone numbers and proof of registration of the firm and year of inception.
9. The bid documents supplied by PQA must be returned in original, duly signed and stamped (each page) as a token of acknowledgment/ acceptance.



PORT QASIM AUTHORITY



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

11. PQA reserves the right to accept or reject any or all bids as per PPR-2004 and no claim whatsoever in this respect shall be entertained.

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

1. **Evaluate the economy, efficiency, and effectiveness** of the management and operational functions of Port Qasim Authority (PQA).
2. **Assess PQA's performance** against **mutually agreed Key Performance Indicators (KPIs)** to highlight strengths and identify areas for operational improvement.
3. **Identify and report any instances of misappropriation, embezzlement, corruption, fraud, or financial irregularities**, if observed during course of audit.
4. **Recommend actionable measures** for enhancing operational efficiency, administrative processes, and governance mechanisms within PQA.
5. **Identify the causes contributing to extended dwell times at the port** and recommend targeted improvements to reduce cargo handling delays and vessel turnaround times. Conduct a comprehensive assessment to examine key operational, infrastructural, and procedural factors impacting dwell time. The scope shall include the following:
 - i. Assess the overall efficiency of cargo loading, unloading, and storage processes to identify systemic delays. Examine operational bottlenecks in cargo handling and propose streamlining measures to improve throughput.
 - ii. Evaluate the adequacy, utilization, and current condition of port infrastructure, including berths, cranes, and storage facilities. Recommend necessary upgrades, modernization, or automation where infrastructure limitations are contributing to extended dwell times.
 - iii. Investigate scheduling inefficiencies, berth occupancy rates, and labor availability impacting vessel turnaround times. Propose operational solutions to minimize vessel idle time and enhance berth productivity.
 - iv. Benchmark cargo dwell times, cargo handling practices, and equipment utilization against best-performing regional and global ports. Identify gaps between the port's designed capacity and its actual operational performance and recommend strategies to bridge them.
 - v. Advocate the use of digital tools, automation, and integrated systems to reduce human intervention in high-risk areas. Recommend technology-driven interventions to improve real-time monitoring, optimize cargo flow, and support data-driven operational decisions.



6. **Evaluate compliance** with relevant **international maritime regulatory frameworks and global best practices**, including safety, security, and environmental standards.
7. **Prioritize recommendations** into **immediate, short-term, medium-term, and long-term categories**, with clear implementation timelines and responsibilities.
8. **Suggest effective mechanisms** to prevent and control **corruption and corrupt practices**, ensuring enhanced transparency and accountability in PQA operations.
9. **Carry out a comparative analysis** of **Port Qasim's designed capacity versus its actual (current) operational performance**, and **benchmark it** against regional and international ports of similar scale to identify performance gaps and potential areas of growth.

13. **DELIVERABLES**

The selected firm shall deliver comprehensive reports in line with internationally recognized standards and audit methodologies. The deliverables shall include, but not be limited to:

- a. An **Inception Report** detailing understanding of the assignment and proposed methodology.
- b. A **Mid-Term Progress Report** highlighting initial findings, challenges, and any course corrections.
- c. A **Draft Final Report** containing analysis, findings, and recommendations in accordance with the approved Terms of Reference.
- d. A **Final Performance Audit Report**, incorporating feedback from PQA, along with an executive summary, risk matrix, and prioritized action plan.

14. **TIMELINE FOR THE PERFORMANCE AUDIT**

The entire assignment shall be completed within **two (02) months** from the date of award of contract, including submission of all reports and presentation of findings to PQA management.

15. **WORK PLAN AND REPORTING FRAMEWORK**

Within **seven (07) calendar days** of issuance of the Work Order or signing of the contract (whichever is earlier), the selected firm shall submit a detailed **Work Plan**. This should include:

- a. Proposed methodology and tools
- b. Team composition and resource allocation
- c. Detailed timelines linked with deliverables
- d. Quality assurance and reporting protocols

The audit work shall commence **one (01) day after formal approval of the Work Plan** by PQA. Regular progress updates shall be shared with the designated focal person/committee throughout the audit duration.



PORT QASIM AUTHORITY



16. **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.

17. **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 Director Cargo Operation, Operations Division PQA Karachi placed in a cover duly sealed and superscripted with the words **“Hiring of Management Consultancy / CA Firm to conduct Performance Audit of Port Qasim at Karachi for Strategic Planning, Administration and Governance, Port & Shipping and Logistics.”**
- iii. The tender must either be sent by registered post/courier or deposited in person in the office of the Director Cargo Operation, **Operations Division PQA**, so as to reach him before 11:30 **hours** on the date of opening mentioned in the tender advertisement. The tender will be opened at 12:00 **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.*

18. **EARNEST MONEY / 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 **Port Qasim Authority**, as earnest money/bid security deposit **with technical Offer**.
- b) Bid Security of all unsuccessful Tenderers will be refunded without any interest after the tenders have been finally decided by the Competent Authority.
- c) Bid security deposits of successful Tenderers shall be retained until such time performance security deposit has been lodged.
- d) Should any tenderer withdraw their tender before its acceptance or before the opening date of the tender, or in case, it backs out after acceptance; its bid security shall be forfeited.



PORT QASIM AUTHORITY



19. **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).

20. **SIGNATURE OF THE TENDERER AND FIRMS' 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 stamp of the firm.

21. **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 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 Port Qasim Authority be reject either in whole or in part without assigning any reasons.
- c) The Chairman or any other Officer of the Port Qasim Authority 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 PQA and in sprit of PPRA Rules.

22. **PERFORMANCE SECURITY DEPOSIT:**

- a) Tenderer whose tender is approved, shall have to provide a performance security deposit of **5% of Bid Price** in the favour of Port Qasim Authority 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) 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.
- c) 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 of the Chairman PQA in case of failure to fulfill all or any of the conditions of the contract, in respect of and without prejudice to any other remedy for such failure which the Chairman may seek under the terms and conditions of the contract.



PORT QASIM AUTHORITY



23. **EXECUTION OF AGREEMENT:**

- a) The successful tenderer shall require entering into an agreement with the Port Qasim Authority within 14 days from the receipt of acceptance letter from PQA
- b) In the event of the successful tenderer failing to execute the Agreement within the specified period the Port Qasim Authority 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.

24. **VALIDITY OF OFFER:**

- a) Offer must remain open for acceptance up to at least **120 days** from the date of opening of tender.

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



PORT QASIM AUTHORITY



THE TENDER

HIRING OF MANAGEMENT CONSULTANCY/CA FIRM TO CONDUCT PERFORMANCE AUDIT OF PORT QASIM AUTHORITY FOR STRATEGIC PLANNING, ADMINISTRATION AND GOVERNANCE, PORT & SHIPPING AND LOGISTICS

**Director Cargo Operation,
Operations Division,
Port Qasim Authority,
Karachi.**

1. I/We having made myself/ourselves fully acquainted with the requirement of the Port Qasim Authority, 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 **120 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 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 performance security deposit within 14 days, Port Qasim Authority shall be liberty at their absolute discretion to appropriate my/our earnest money / security deposit 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. 100,000/-** by pay order no. _____ dated _____.

TENDERER

(Full Signature) _____

Signed by **Mr.** _____

For & on behalf of:

M/s. _____



PORT QASIM AUTHORITY



Standard Conditions of Contract

Definitions:	1. Throughout these conditions, the special Conditions & the Specifications here to annexed the terms:
	<p>(1). “Sub Contractor” means any person, firm or Company from whom the MANAGEMENT CONSULTANCY/CA FIRM may obtain specified services mentioned in tender.</p> <p>(2). “Contract” shall mean the agreement made between Port Qasim Authority & the Management Consultancy Firm/CA Firm to conduct Performance Audit of Port Qasim Authority in accordance with TOR for the period from 1st July 2023 to 30th June 2024.</p>
Contract:	This Contract is for the providing services of Hiring of Management Consultancy/CA Firm to conduct performance audit of PQA for strategic planning, administration and governance, port & shipping and logistics.
Performance Security Deposit:	The contractor shall within 14 days written notice of acceptance of the Tender shall deposit a sum equal to 5% of Bid Price as performance security deposit. 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 Port Qasim Authority shall be entitled to hire services of CA Firm / Management Consultancy Firm elsewhere at the risk and expense of the successful bidder.
Time for & date of delivery or Dispatch the Essence of the Contract.	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 the Contract.
Execution of the contract	The whole contract is to be executed in the most approved like manner to the entire satisfaction of the Chairman PQA.
Successful Bidder responsibility	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.
Indemnify	The Successful Bidder shall at all times indemnify the PQA 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 PQA, 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.
Sub: Letting Contract	The Successful Bidder shall let or assign this Contract or any part thereof without the written permission of PQA in the event of the Successful Bidder's sub-letting or assigning this Contract or any part thereof without such permission. PQA 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 PQA may sustain in consequence of arising out of such services.
System of payment.	Unless otherwise agreed between PQA and the Successful Bidder, payment will be made by the Operations Division, Port Qasim Authority.
Bribes Commission etc.	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 PQA or any person on its behalf in relation to the obtaining or to the execution of this or any other Successful Bidder with the PQA 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 PQA shall be entitled to deduct to the amounts so payable from 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 PQA in such manner as it shall think fit and sufficient, and its decision shall be final conclusive.



PORT QASIM AUTHORITY



Law Governing the Contract	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.
Arbitration	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, Port Qasim Authority, who shall have absolute discretion either to appoint an officer to the PQA 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 Operations Division 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**



PORT QASIM AUTHORITY



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 State 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 or 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 (Member 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
	Total (Technical Score)	100	



PORT QASIM AUTHORITY



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. 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 STAMP OF THE FIRM**



PAYMENT METHOD

(1) PQA undertakes to pay in full within 30 days on receipt of valid invoice subject to submission of completed / finalized audit report after completion of performance audit duly addressed to the Chairman PQA. Payment shall not be made in advance and against partial deliveries, and the payment shall be made subject to satisfactory completion of work. PQA 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 deduction of all taxes, duties and levies applicable under the laws of Pakistan.

(3) PQA 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 PQA.

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



PORT QASIM AUTHORITY



Services. 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**



PORT QASIM AUTHORITY



Annexure "A"

BID FORM

To
The Chairman
PORT QASIM AUTHORITY
Bin Qasim, Karachi-75020

Name of Assignment: HIRING OF MANAGEMENT CONSULTANCY/CA FIRM TO CONDUCT PERFORMANCE AUDIT OF PORT QASIM 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 _____ 2025

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

Witness

Address _____

Occupation _____



PORT QASIM AUTHORITY



Annexure "B"

FINANCIAL OFFER

Audit report fee including out of pocket expenses shall be as follows:-

Serial No.	Description	Fees (Including Out of pocket expenses)
1	Base Price (Service Fees)	xxxxxxx
2	Sales Tax on Services	xxxxxxx
3	Gross Fees including sales tax	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



PORT QASIM AUTHORITY



FORM OF CONTRACT

This Contract (hereinafter called the "Contract") is made the ____ day of the month of _____, 2025, BETWEEN Port Qasim Authority (PQA) , (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 Performance 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 by 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.



PORT QASIM AUTHORITY



COMPOSITION & PARTICULARS OF THE TENDERING FIRM

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

PARTICULARS		DETAILS
1. In case of "SOLE PROPRIETOR SHIP CONCERN".		
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.	
2. In case of "PARTNERSHIP CONCERN".		
a)	Name of partners with their business / residential address & Phone No.	
b)	Partnership Deed & Certificate of registration (Certificate copies to be attached).	
3. In case of "PRIVATE LTD. COMPANY".		
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).	
4. In case of "PUBLIC LTD. COMPANY".		
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).	



PORT QASIM AUTHORITY



In submitting the above particulars, we further bind ourselves for furnishing to Port Qasim Authority 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: _____



PORT QASIM AUTHORITY



**BANK GUARANTEE
IN LIEU OF PERFORMANCE SECURITY
DEPOSIT**

Rs.....

Adhesive Stamp

DRAFT

GUARANTEE NO:

DATE ISSUE:

AMOUNT:

DATE OF EXPIRY:

Performance Bond

By this, we M/s., a banking company incorporated under laws of Pakistan and having its registered / Head office at are held firmly bound unto the PORT QASIM AUTHORITY, (hereinafter called the "Authority") in the sum of Rs..... (Rupees.....) for the payment of which sum the bank bind themselves, their successors and assigns by these presents.

Whereas, M/s..... (hereinafter called the "Firm") and the Authority have entered into an Agreement dated (hereinafter called the "Agreement") for Performance Audit of PQA (hereinafter called the "Assignment") in conformity with the provisions of the Agreement.

Collectively the Parties of this agreement referred to as the "parties".

Whereas the Agreement requires the provision of a performance bond (hereinafter referred to as the "Performance Bond") by the Firm to Authority.

Whereas, because of such Agreement entered into between the Firm and the Authority, we, the Bank hereby give this irrevocable and unconditional Performance Bond in the sum mentioned herein above such amount representing the security amount to be furnished by the Firm for the due fulfillment of the Firm's obligations; in respect of the Assignment as described in the Agreement in letter and spirit.

NOW, THE CONDITIONS of this Performance Bond are such that:

If the Firm duly performs and observes all the terms, provisions, conditions and stipulations of the Agreement on the Firm's part to be performed and observed according to the true purpose, intent and meaning thereof, this Bond will revoke in full and become null and void six month after the date of signing of this Performance Bond (hereinafter called "the Date of issue").



PORT QASIM AUTHORITY



NOW THEREFORE, in case of default by the Company, of which default the Authority shall be the sole judge, duly notified to the Bank in writing by the authorized representative of the Authority during the period from the Date of issue until six months after the Date of issue, (hereinafter called "Date of Expiry"), the Bank shall pay to the Authority up to the amount of this Bond without reference to the Company or anyone else raising the question whether any default has taken place or not, or irrespective of alteration in terms of Agreement by mutual consent between the Authority and the Firm or any forbearance in or in respect of any matter or thing concerning the Agreement on the part of the Authority shall in any way release the Bank from any liability under the above written bond, then this obligation shall be null and void, otherwise, this bond shall remain valid in full until the Date of Expiry.

This Performance Bond and the benefits thereof shall not be assigned without the prior written consent of the Parties to this Agreement, such consent not to be unreasonably withheld.

This Performance Bond shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan.

This Performance Bond is binding on the Bank and is irrevocable.

Claim received after the Date of Expiry will not be honored and we shall be released of our obligations/liabilities hereunder regardless of whether this Performance Bond is returned to us for cancellation in original or not.

Irrespective of anything mentioned hereinabove, this Bond shall become null and void on unless extended by the Bank.

SEALED, SIGNED AND DELIVERED BT THE BANK

Seal and Date

For and on behalf of