

DAILY BUSINESS RECORDER

DATED: 22-05-2025



KARACHI PORT TRUST TENDER NOTICE IR&W DEPARTMENT

REQUEST FOR PROPOSAL

TENDER ADVERTISEMENT FOR
CAFETERIA CUM SOUVENIR
SHOP AT KPT HEAD OFFICE, M.I
YARD, KPT SCHOOL, KEAMARI,
KPT HOSPITAL & MANORA
RFP No. KPT/IRW-002/2025

Last Date and
Time of Receipt

10 June 2025
at 1500 Hours

Date and Time of
Opening of Tenders

10 June 2025
at 1530 Hours

- Tender is invited under Rule 36 (a), under the Single-Stage, Single-Envelope procedure of PPRA, 2004 (Amended). Complete details, scope of work, technical evaluation criteria and other terms and conditions, and instructions are given in the tender documents.
- Tender documents can be purchased from the office of the Manager IR&W on written request on firm's letterhead against non-refundable documents fee of **Rs. 3,000/-** to be deposited in the Habib Bank Ltd, KPT Branch, Karachi for which challan may be obtained from the said office or submission of pay order to be drawn in favour of **Chief Accounts Officer, KPT Karachi**. No tender will be issued on the opening date of the tenders. Tender documents will only be issued to those firms who provide proof of General Sales Tax Registration, NTN Certificate and copy of CNIC of the bearer with the request letter. **Tender documents can also be downloaded free of cost from the KPT website, www.kpt.gov.pk.**
- The tender should be sealed in one single envelope containing financial proposal and technical proposal (if any). All bids received shall be opened and evaluated in the manner prescribed in the bidding documents. Bids will be opened on the same day in the presence of bidder's representative who wishes to attend. Offers must be valid for **90 days** from the date of opening of tenders.
- 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 the following websites: **www.kpt.gov.pk and www.ppra.org.pk.**

PID(K)3564/24

**Manager IR&W,
IR&W Department,
Karachi Port Trust, Eduljee Dinshaw Road, Karachi
Phone: (021) 9921-4348 Website: www.kpt.gov.pk**



KARACHI PORT TRUST

IR&W DEPARTMENT

REQUEST FOR PROPOSAL (RFP)

CAFETERIA CUM SOUVENIR SHOP AT KPT HEAD OFFICE, M.I. YARD, KPT SCHOOL KEAMARI, KPT HOSPITAL AND MANORA

Karachi Port Trust (KPT), a premium port, operating under the KPT Act 1886 (amended), invites sealed bids from reputable and experienced firms registered with FBR and SRB. The companies submitting their bids must be appearing on the Active Taxpayers List issued by the Federal Board of Revenue, Government of Pakistan.

2. Bidding documents, containing detailed terms and conditions, method of bidding procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bids etc. can be downloaded by the interested applicants from <https://kpt.gov.pk> Prospective bidders may request a clarification on any aspect of the bidding documents till **30th May, 2025**.

3. Bids, prepared in accordance with the instructions provided in the bidding documents, must reach at following address on or before **10th June, 2025** at 1500 Hrs. Bids will be opened on the same day at 1530 Hrs. This notice is also available on PPRA website at www.ppra.org.pk.

Manager IR&W
IR&W Department
Karachi Port Trust
KPT Head Office Building,
Edujee Dinshaw Road, Karachi
74000, Pakistan
Phone 021-99214348



KARACHI PORT TRUST
IR&W DEPARTMENT

REQUEST FOR PROPOSAL (RFP)

**TENDER NOTICE FOR CAFETARIA CUM SOVENIR SHOP AT
KPT HEAD OFFICE, MI YARD, KPT SCHOOL, KEAMARI,
KPT HOSPITAL AND MANORA**

RFP No. K P T / IRW-002/2025

Bid Submission Date & Time: -----10-06-2025 by 1500 Hrs.

Bid Opening Date & Time: -----10-06-2025 at 1530 Hrs.



KARACHI PORT TRUST

IR&W DEPARTMENT

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INSTRUCTIONS TO BIDDERS

The objective of “Instructions to Bidders” is to provide bidders information to submit their bids in response to this Request for Proposal (RFP) document, according to the requirements defined in this RFP document and in the same order/sequence as set forth in this RFP document. Bidders are required to follow the below requirements for their bids:

- 1) Bidders who receive the RFP documents shall send an acknowledgement to KPT by email at “mgr.irw@kpt.gov.pk”. The acknowledgement shall have full contact details of its contact person. Any updates/communication/response to the clarifications shall be shared with such provided contact person(s). KPT assumes no liability for non-receipt of updates/communication/clarifications for such bidders who do not share the required contact details.
- 2) KPT will respond by electronic mail to any request for clarifications. A consolidated matrix of all queries along with respective responses will be sent to all prospective bidders without disclosing details of the bidders. An SMS/text message or phone call will not be regarded as a communication for purpose of this RFP document and cannot be referred as such and shall not be deemed legally binding. KPT foresees that while clarifying a query, a bidder’s identity may need to be disclosed due to nature of the query, the bidder, in such case, will have no objection to such disclosure by KPT.
- 3) KPT may hold a prospective bidders clarifications/pre-bid meeting at the IR&W Department, KPT Prospective bidders may attend the meeting at their own cost.
- 4) Scope of work for subject RFP is provided at **Annexure-I**.
- 5) For this RFP, Single Stage – One Envelope Procedure as per Public Procurement Rules 2004 (Amended) shall be followed. Bidders are required to submit their bids in a single package. **The bids shall be properly sealed, packed and marked so that the contents are concealed and not visible.** The envelope shall be clearly marked as “**Bid for Hiring of CAFETERIA CUM SOUVENIR SHOP (RFP No. KPT/IR&W-002/2025)**” in bold and legible letters. The envelope shall be labelled with the name, address and contact number of the bidder.
- 6) The bidders will submit their bids in one (01) original along with one soft copy on USB drive, in PDF as well as native MS Word/Excel formats. All the pages of the bid must be sequentially numbered. Forms of Bid and Price Schedule must be stamped & signed by the representative authorized as per clause 6 of the Form of Bid (Annexure-III). All other pages of the bid must be stamped and signed by the representative authorized as per clause 6 of the Form of Bid as a token of acceptance of bidding conditions.
- 7) Bid bond amounting to Pak Rupees 100,000/- (Rupees One Hundred Thousand Only) shall be submitted in form of Pay Order issued by a scheduled bank in Pakistan, in favor of Chief Accounts Officer KPT. No bid shall be entertained without bid bond.
- 8) The bid bond may be forfeited in case of occurrence of any of the following:
 - a) Bidder withdraws its bid after bid submission deadline and before expiry of bid validity;

- b) Successful bidder failing to sign the contract or submit the required performance guarantee.
- 9) Bid bonds of unsuccessful bidders shall be returned to them after award of RFP to the successful bidder whereas bid bond of the successful bidder shall be returned after submission of Performance Security in form of a bank guarantee, as per the format provided at **Annexure-VI**, issued in the name of Karachi Port Trust by a scheduled bank in Pakistan.
- 10) Bid validity period will be ninety (90) days, starting from date of opening of the bids. Within the original validity of the bids, KPT may request the bidders to extend their bid validity for another period not exceeding the original bid validity. Bidders who choose not to extend their bid validity as desired by KPT would be required to withdraw their bids and their bid bond shall be returned to them.
- 11) In case of extension of bid validity, bidders may also extend validity of their bid bonds for corresponding period of time.
- 12) Language of the bids shall be English. Any printed literature/documents/certificates etc. furnished by bidders in another language shall be accompanied by an English translation which shall govern for purposes of interpretation.
- 13) KPT reserves the right to amend, modify, supplement, or withdraw this RFP document or extend the deadline for submission of bids at any time and to reject all received bids and annul this process without assigning any reason/cause and without assuming any liability or obligation on its part. All amendment(s) shall be part of the RFP document and binding on the bidders. KPT shall notify the amendment(s) in writing within reasonable time prior to the bid submission date.
- 14) Bidders shall submit all relevant documents, in their bids, required to evaluate/assess the bidders as per the criteria mentioned at **Annexure-IV**. Bidders shall be evaluated on basis of the documents provided in their bids. Provision of relevant and clear/unambiguous documents shall be responsibility of the bidders. The lowest evaluated bidder, as per the evaluation criteria, shall be declared the successful bidder as per Public Procurement Rules 2004.
- 15) The successful bidder shall be responsible for complying with all the local laws of Pakistan and fulfilling all requirements thereof.
- 16) **The bids will be rejected if any shortcoming occurs in the following:**
- a. Signed “Form of Bid”, as per format given in **Annexure-III**, with official stamp affixed on it is not provided;
 - b. Form of Bid is not submitted in original. Copy (whether scanned color copy or photocopy) would not be acceptable;
 - c. Bid bond, as per required form and format, is not provided. Bids submitted without FBR registration certificates and bidder not being appearing on Active Tax payer list of FBR;
 - e. Bid is un-sealed, un-signed, partial, conditional, alternative, late;

- f. Bidder(s) has been found blacklisted or having actual or potential conflict of interest either with KPT or the subject assignment;
 - g. Each bidder shall submit only one bid, multiple bid submissions, either jointly or severally, shall render the bidder disqualified; and
 - h. Bidder(s) engages in corrupt or fraudulent practices during the process.
- 17) Bids shall be opened at the specified time and place in presence of authorized representatives of the bidders who choose to attend.
- 18) Bidders are required to submit their prices as per format provided at **Annexure-V**.
- 19) Bidders shall bare all costs/expenses associated with preparation and submission of the bids and KPT shall in no case be responsible/liable for those costs/expenses.
- 20) Any bid received by KPT after the deadline for submission of bids shall be returned unopened to such bidder. Delays in the mail/courier, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be bidder's responsibility to determine the manner in which timely delivery of its bid will be accomplished either in person, by messenger or by mail / courier.
- 21) During examination and evaluation of the bids, KPT at its sole discretion may ask any bidder for clarifications of its bid. Request for clarification and the response shall be in writing/email. However, no change in substance of the bid shall be sought, offered, or permitted after bid submission.
- 22) Bids submitted via email or fax shall not be entertained.
- 23) The successful bidder will sign a contract with KPT as per draft attached as **Annexure- II**. All costs associated with entering into the said contract shall be borne by the successful bidder.
- 24) KPT does not accept:
- a) any responsibility arising in any way for any errors in or omissions from any information or for any lack of accuracy, completeness, currency or reliability of any data or information, including all written or oral information made available to the bidders or its advisers during the bidding process and responses to requests for information/clarifications and questions raised by a bidder; or
 - b) any liability for any loss or damage suffered or incurred by the bidders or any other person, whether directly or indirectly, as a result of or arising out of that person placing any reliance on the information or its accuracy, completeness, currency or reliability.
- 25) The bidders agree that:
- a) they will conduct their own investigations and analysis regarding any information, statements or representations contained in this RFP and will rely on their own enquiries and seek appropriate professional advice;

- b) they do not rely on any representation or warranty (expressed or implied) as to the accuracy, completeness, currency, or reliability of the information.
- 26) Decision of KPT shall be final and KPT will not be liable for any loss or damage to any party acting in reliance thereon.
- 27) KPT reserves the right to blacklist any bidder and to forfeit their bid bond who breaches any terms and conditions of this RFP document.
- 28) Prospective bidders may request a clarification on any aspect of this RFP document till -----2025. Any request for clarification must be sent in writing to email id mgr.irw@kpt.gov.pk

ANNEXURE-I: SCOPE OF WORK

KPT intends to hire contractor for managing cafeteria cum souvenir shop for the following locations:

1. KPT Head Office
2. Manora
3. M.I. Yard, West Wharf
4. Berth No. 19, West Wharf
5. KPT School, Keamari
6. KPT Izhar Abbasi Hospital

All these locations having a strength of at least 500 plus personnel. Proposed cafeteria cum souvenir shop area located in the above-mentioned locations caters to the requirements of officers, staff/ hospital staff and students. The proposed cafeteria cum souvenir shop required to serves tea/coffee/cold drinks, snacks, lunch/dinner etc. in various official meetings, programmes, and functions organized by the KPT from time to time. In addition, people visiting KPT in connection with various official activities of the KPT also avail these services. The Successful party would be required to run the cafeteria cum souvenir shop by opening at designated places at KPT. **KPT reserves the right to enhance, remove and/or relocate the Canteen designated places at any given time.**

ANNEXURE II: DRAFT CONTRACT

[On Rs. 100/- Stamp
Paper]

The Contract for provision of Cafeteria cum Souvenir shop (hereinafter referred to as “this Contract”) is made on this _____ day of _____,

By and
Between

Karachi Port Trust, a premium port authority, operating under KPT Act 1886, hereinafter referred to as “**KPT**”) having its registered office at KPT Head Office Building, Eduljee Dinshaw Road, Karachi 74000 which expression wherever the context so permits shall mean and include its successors-in-interest and permitted assignees) of the one part;

And

M/s [●] having its office at [●] (hereinafter referred to as “**Cafeteria Cum Souvenir shop**”) of the other part

Both KPT and the firm may be collectively referred to hereinafter as “Parties” and either of them individually as “Party”.

WHEREAS KPT intends to engage the firm/contractor to perform the Scope of work/services as defined in Clause 3.

AND WHEREAS firm/contractor warrants and represents that it has necessary knowledge and relevant experience and capability to perform the Services in accordance with the terms of this Contract.

AND WHEREAS Cafeteria Cum Souvenir shop has qualified through a competitive bidding process conducted by KPT and has agreed to render the required Services in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements the Parties hereto, agree to the following terms and conditions:

1. Interpretation

In this Contract, unless the contrary intention appears:

- i) clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.
- ii) words in the singular number include the plural and vice versa; and
- iii) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

2. Term of the Contract

- 2.1 The term of this Contract shall commence on or upon the signing date of the contract and shall continue for a period of two (02) years, unless earlier terminated in accordance with the provisions of this Contract.
- 2.2 The contract may be extended for another term of one (01) year on satisfactory performance of the firm and on the same terms and conditions.
- 2.3 The KPT Cafeteria Cum / Souvenir Shop Supervisory Committee will supervise the operation and Management of all the six (06) firms/sites.
- 2.4 The Firm shall keep the Cafeteria Cum / Souvenir Shop open all weekdays or as may be directed by Manager (IR&W).
- 2.5 The Contractor shall supply the Commodities enumerated as in ‘**Appendix A**’ at the rates as fixed by KPT’s Cafeteria Cum / Souvenir Shop Supervisory Committee.
- 2.6 The Contractor shall charge the rates according to the approved rate list. A copy of rate list one in Urdu and one in English shall be exhibited at the prominent place of the Cafeteria / Souvenir Shop.
- 2.7 The monthly rent of Cafeteria Cum / Souvenir Shop will be quoted by the Contractor.
- 2.8 The Contractor shall obey and comply with all orders, directions and instructions given either by the Cafeteria Cum / Souvenir Shop Supervisory Committee or the Manger IR&W or his representative duly empowered to do so.
- 2.9 The Contractor shall not assign or underlet / sub-let the contract or any other portion thereof. In case of violation, the security deposit shall be forfeited and KPT Management reserves the rights to terminate the contract with one month’s notice period.
- 2.10 Products used for preparing meals including cooking oil, flour, meat/chicken, lentils, vegetables / produce, etc. shall be of high standard, fresh and required to be maintained in hygienic storage. In case of any breach in the standard of hygiene, cleanliness and quality of food the following penalties will be imposed to the contractor to be paid through challan:

<i>S. No</i>	<i>Case of Penalty</i>	<i>Fine Rates</i>
1	Poor hygiene and cleanliness standard	Rs. 10,000/- Per day
2	Quality of food unsatisfactory	Rs. 5,000/- Per Day
3	Overcharging	Rs. 5,000/- Per Day
4	Staff not in proper uniform	Rs. 300/- per day per person

- 2.11 The Contractor must ensure that the standard of Renovation, sitting arrangement, and Kitchen / Cooking Area of the Cafeteria / Souvenir Shop must be according to the International Standards as the Shipping Crew of the various Shipping Lines will also visit the premises.
- 2.12 The contractor will ensure that the image of the Souvenir Shop should reflect the Cultural Heritage, Customs and Traditions of Pakistan by way of the items i.e. General Merchandise (Gifts, Cultural Arts & Crafts and Local Handicrafts etc.) will be placed on display / for sale in the Souvenir Shop so as to portray and highlight the soft image of Pakistan.
- 2.13 On the completion of this agreement to the satisfaction of the KPT Management in all respect; the Performance Security of Rs. 200,000/- will be returned to the Contractor after the expiry of the contract.
- 2.14 The Furniture will be arranged by the Contractor. The Furniture must be of good quality and durability of Utensils, Crockery, etc. required for the operation of the Cafeteria Cum / Souvenir Shop shall be arranged by the Contractor at his own cost. The household keeping washing of utensils, disposals of used material, waste management should be maintained at their own cost.
- 2.15 The contractor shall not allow anything of an inflammable nature to be kept in the said Cafeteria Cum / Souvenir Shop and shall be responsible for any damage done to the Contractors' own property and property belonging to KPT.
- 2.16 The Firm shall be responsible to keep the said Cafeteria Cum / Souvenir Shop and the area adjacent to the same clean and in tidy condition and to the entire satisfaction of the Manager (IR&W) / Cafeteria / Souvenir Shop Supervisory Committee. The Contractor shall strictly observe all Municipal Rules and Regulations with regard to the standards of Health, Sanitation and Hygiene etc.
- 2.17 The cooks and waiters etc. handling food in the Cafeteria Cum/ Souvenir Shop shall wear neat and clean uniform and will be subject to periodical medical inspection by the Medical Officer, KPT after every three months. If in such examination, the Medical Officer is of the view that the presence of any of the Contractor's Employee is undesirable for any reason whatsoever he shall certify the same upon which the Contractor will remove the said employee from the Cafeteria Cum / Souvenir Shop.
- 2.18 The hygiene level and uniform of cooks, waiters and other labourers of the Cafeteria cum / souvenir shop will be inspected once a week by representatives of IR&W Department. During such inspection, if it is found by the rep of IR&W Department that the cleanliness, hygiene, and dressing of any of the Contractor's Employee(s) is undesirable for any reason whatsoever he shall certify the same upon which the Contractor will remove the said employee from the Cafeteria Cum / Souvenir Shop.
- 2.19 The contractor shall keep the KPT Management fully indemnified against any claims made against the KPT, or loss or damages whatsoever which the KPT Management may suffer on account of any omission on the part of the Contractor or his employees is exercised by him or any of the rights under this agreement.
- 2.20 On the expiry of the contract period or on termination of this Contract, whichever is earlier, the Contractor will remove all his furniture, utensils and crockery etc. from the Cafeteria Cum / Souvenir Shop immediately.

- 2.21 The possession of the Cafeteria Cum/ Souvenir Shop premises shall always be deemed to be with KPT Management during the operation of this Contract. Nothing contained herein shall be construed to confer any rights whatsoever on the Contractor is permitted to use the Cafeteria / Souvenir Shop premises for performing his obligations under the Contract. His / Her position is that of a Licensee.
- 2.22 The Contractor shall in no circumstances be permitted to raise any permanent construction whatsoever. However, the Contractor shall be bound to maintain and renovate Cafeteria / Souvenir Shop's premises at his own cost in good condition to the satisfaction of KPT Management. KPT possesses the right to enhance, remove and/or relocate the designated places at any given time.
- 2.23 If the contract is not extended; the contractor will continue to operate the Cafeteria / Souvenir Shop on the same Terms & Conditions until a new / fresh RFP is awarded and new contractor takes over the charge of Cafeteria / Souvenir Shop.
- 2.24 The Contractor will use crockery of good quality, it should be neat and clean and not damaged.
- 2.25 Cafeteria / Souvenir Shop Contractor will ensure to use Gas burner by using gas cylinders where natural gas is not available.
- 2.26 **85% of the gas bill in KPT Head office Cafeteria ONLY will be paid by KPT each month and 15% will be paid by the contractor.**
- 2.27 Five (05) years of experience of the firm is mandatory.
- 2.28 Every Bidder / Contractor has to submit their Bid for separate Cafeteria / Souvenir Shop along with separate Bid Security as mentioned in the RFP Notice.
- 2.29 The Contract will be awarded to the lowest evaluated Bidders for every Cafeteria / Souvenir Shop separately.
- 2.30 The Contractor shall follow / obey / comply with the Weekly Menu as decided by the Cafeteria / Souvenir Shop Supervisory Committee or Manager IR&W.
- 2.31 **The Contractor will be responsible for obtaining verification certificate from the Police department in respect of all employees deployed by him.**
- 2.32 The Contractor shall submit a list of all workers engaged by him indicating CNIC, name, age, home address, qualification and mobile numbers etc. and would also intimate as and when any changes take place. The contractor shall not at any time engage any minor to carry out the work under the contract.
- 2.33 The Contractor shall not advertise or sell any banned items.

3. Scope of Services

The Firm shall perform its services as per the detailed Scope provided in **Annexure- A** hereof.

4. Warranty

- 4.1 The Firm warrants that it is duly incorporated, existing and in good standing under the laws of Pakistan and has all requisite power and authority to conduct its business and execute, to deliver and to perform its obligations under this Contract.
- 4.2 The Firm warrants that it has not been blacklisted or debarred by any public sector enterprise due to any reason.

- 4.3 The Firm represents and warrants that it will perform Work/Services, obligations, duties and responsibilities with reasonable care, due diligence, and professional skills. Further, it will be responsible for the losses and damage caused directly or indirectly by its negligence during the performance of Work/Services, obligations, duties, and responsibilities and make them good and remedy the loss solely at its own risk and cost and without any expenditure to KPT.

5. Payment Terms

- 5.1 In consideration of the Services detailed herein rendered satisfactorily by the Firm, KPT shall pay to the Firm the service charges, on actual, as detailed at **Annexure B** attached hereto. The rates are inclusive of all taxes, government levies etc. Taxes shall be deducted at source as per applicable laws.
- 5.2 The payment(s) shall be subject to a satisfactory report of work from all concerned. The service charges shall remain unchanged for the term of the Contract. The Firm shall not be entitled to request or demand an increase in the rates/service charges during the Term of the Contract.
- 5.3 KPT shall make the payment by cross cheque, in name of the Firm within thirty (30) days after receipt and acceptance of original error free invoice(s) from Firm. Taxes shall be deducted at source as per applicable laws.
- 5.7 Any increase and/or decrease or imposition of new tax(es)/government levies during contract period shall be adjusted according to the law.
- 5.8 No payment shall be made to the firm in advance as mobilization advance or on any other account.
- 5.9 The payment shall be made to firm only when it is on the Active Taxpayers List (ATL) of FBR. If Firm is not in ATL at the time of processing of invoice, no payment shall be made until Firm appears in ATL of FBR.

6. Obligation of Firm

- 6.1 Firm undertakes and agrees that it shall perform the Work/Services and carry out its obligations under this Contract with all due diligence, care, efficiency, and economy and to the acceptable international standards. Firm shall always act, in respect of any matter relating to Services, in accordance with the best practices. It shall at all times support and safeguard KPT's legitimate interests in any dealings.
- 6.2 In case KPT identifies any lack of compliance with the applicable laws or standards that could result in a legal claim against KPT, and upon written request by KPT, the Firm(s) undertake and agrees to provide adequate proof of positive compliance with the concerned part of the applicable laws or standards at the earliest.

- 6.3 Firm undertakes and agrees with KPT, its officers, employees, directors, consultants and advisors (the “KPT Indemnified Persons”) that it shall keep the KPT Indemnified Persons, both during and after the term of this Contract, fully and effectively indemnified and harmless against all losses, claims, damages, liabilities or expenses (including reasonable legal fees), suffered by the KPT Indemnified Persons arising out of or in connection with this Contract or the Services to be provided by Firm, where such losses, claims, damages, liabilities or expenses is/are the result of bad faith, gross negligence or willful misconduct of Firm.
- 6.4. In case of delay / unsatisfactory performance from scheduled time of performance of obligations KPT shall have the right to impose a penalty from Rs.2000/- to 10,000/- .

7. Termination

- 7.1 This Contract shall be automatically terminated upon completion of term of this Contract as provided in Clause 2 (Term of the Contract).
- 7.2 KPT may without assigning any reason and at its sole and absolute discretion terminate this Contract at any time by serving on the firm thirty days’ (30) prior written notice. Payment of the services rendered by firm, and accepted by KPT, till serving such notice of termination shall be made to Firm.

8. Confidentiality

- 8.1 Firm agrees to hold in confidence for a period commencing with the signing date and ending two (02) years following the Term of this Contract, any information supplied to it by KPT and designated in writing as confidential or which by its nature can reasonably be inferred to be confidential.
- 8.2 Firm further agrees to require its sub-contractors/advisors and employees to enter into appropriate nondisclosure agreements relative to such confidential information as may be communicated to them by Firm and / or the KPT.
- 8.3 The provisions of clause 8 shall not apply to information within any one of the following categories:
- a. Information which was in the public domain prior to a Party's receipt thereof or which subsequently becomes part of the public domain by publication or otherwise except by the receiving Party's wrongful act;
 - b. Information which the receiving Party can show was in the receiving Party's possession prior to its receipt thereof through no breach of any confidentiality obligation;
 - c. Information received by a Party from any other Person which did not have a confidentiality obligation with respect thereto; and
 - d. As may be required by a Governmental Authority, and then only to the extent required.

- 8.4 Neither Party shall publish the terms and conditions of this Contract, unless the other Party provides its express prior written consent thereto.

9. Conflict of Interest

KPT/GoP policy requires that Firm provide professional, objective, and impartial services/advice and at all times hold the interest of KPT paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Firm has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve in the best interest of KPT. Failure to disclose said situations may lead to the termination of this Contract.

10. Force Majeure

- 10.1 For the purposes of this Contract, "Force Majeure" means an event or circumstance which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under this Contract impossible, and includes, but is not limited to, war, riots, civil disorder, security risks, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, other industrial action or any sanction or restriction imposed by any governmental authority or body within or outside Pakistan which has a material adverse effect on the ability of a Party to carry out its obligations. Force Majeure shall not include:

- (i) Any action or failure to take action by a Party;
- (ii) Any event which is caused by the negligence or willful act or omission of a Party or that Party's sub-contractors/advisors/consultants or personnel or agents or employees; and
- (iii) Any event which a diligent Party could reasonably have been expected both: (a) to have taken into account at the time of the Effective Date of this Contract; and (b) to have avoided or overcome in the course of carrying out its obligations under this Contract.

- 10.2 A Party seeking relief under this Clause shall notify the other Party forthwith of a circumstances or event of Force Majeure and shall furnish such relevant information as is available relating to such event.

11. Performance Guarantee

- 11.1 If the Firm 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, KPT may, without prejudice to any other right of action / remedy it may have, forfeit **Performance Guarantee** of the Firm.
- 11.2 Failure to provide required services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Guarantee amount may be forfeited.

- 11.3 Provision of wrong / false information and/or documents as required during bidding stage and under this Contract may result in forfeiture of Performance Guarantee amount and the Firm may not be allowed to participate in future RFPs.
- 11.4 On successful discharge of obligations/services by the Firm, the Performance Guarantee shall be returned to the Firm upon successful completion of contract period, or if terminated earlier, in accordance with the clauses of this Contract.

12. Miscellaneous

- 12.1 Entire Contract. This Contract along with annexures contains the whole Contract between the Parties and supersedes and replaces any prior written or oral Contracts, representations, or understandings between them. The Parties confirm that they have not entered into this Contract on the basis of any representation that is not expressly incorporated into this Contract. Nothing in this Contract excludes liability for fraud.
- 12.2 Waiver. No delay or omission in the exercise of any right or remedy by a Party shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.
- 12.3 Severance. In the event that any part of this Contract shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Contract which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Contract meaningless.
- 12.4 Notices. Any notice or request required or permitted to be given or made under this Contract shall be in English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, by e-mail or through registered mail or courier on the following address:

KPT
[Name of Representative]
[Designation]
Land-line number:
Cell number:
e-mail address:
Office Address:

Firm
[Name of Representative]
[Designation]
Land-line number:
Cell number:
e-mail address:
Office Address:

Any change in the details of above-mentioned authorized representatives shall be immediately communicated to the other party.

- 12.5 Authorization. The persons executing this Contract on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Contract on behalf of said Party, (iii) by so executing this Contract, such Party is formally bound to the provisions of this Contract, and (iv) the entering into this Contract does not violate any provision of any law or other Contract to which said Party is bound.
- 12.6 Governing Law. This Contract shall be governed by and construed in accordance with the laws of Pakistan as may be issued, promulgated, enacted, or re-enacted from time to time.
- 12.7 Contract Language. The language of the Contract shall be English language.
- 12.8 Assignment. Except as provided herein, Firm shall not assign or transfer any of its rights, duties, obligations or any interest under this Contract to any third party without the prior written permission of KPT. Any such prohibited assignment or transfer shall be void.
- 12.9 Status of Firm. The Parties agree that Firm shall be an independent Firm /firm and not an agent, employee, or representative of KPT.
- 12.10 Order of Precedence. In case of any discrepancy between the main body of the Contract and Annexures incorporated therein by reference or otherwise, the main body of the Contract shall prevail over the Annexures.
- 12.11 Dispute Resolution. Any dispute or difference between the Parties as to matters arising from, related or pursuant to this Contract which cannot be settled amicably within thirty (30) calendar days after receipt by one Party of the other Party's request for such amicable settlement, may be referred to arbitration for settlement under the Arbitration Act, 1940 and the rules made thereunder by sole arbitrator to be appointed by the Parties. The arbitration shall take place in Karachi. The proceedings shall be held in the English language. The resulting award shall be final and binding on the Parties and shall be in lieu of any other remedy.
- 12.12 Contract Amendments. This Contract may be amended by a mutual agreement between the parties. All such amendments shall be in writing signed by the duly authorized representatives of the Parties.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of Pakistan as of the day, month and year first indicated above.

For and on behalf of
KPT

For and on behalf of
Firm

[Name of authorized signatory]
[Designation]

[Name of authorized signatory]
[Designation]

Witness 1:

Witness 2:

Annexure B – Breakdown of Charges

[to be inserted as per successful bid]

ANNEXURE-III: FORM OF BID

Manager IR&W,
Karachi Port Trust
Eduljee Dinshaw Road,
Karachi -74000

Reference your RFP document No. ----- for Hiring of Firm Services.

1. We, hereby submit our complete bid along with all the requirements as per the RFP document. We acknowledge that KPT is not bound to accept any bid in this regard and reserve the right to accept any offer and to annul the bidding process and reject all bids without assigning any reason or having to owe any explanation whatsoever.
2. We hereby undertake and firmly bound ourselves to abide by/ comply with all sections/ conditions of subject RFP for the whole bidding process.
3. We agree to abide by this RFP for a period of ninety (90) days from the bid opening date or any extension thereto granted, and it shall remain binding upon us and can be accepted at any time before the expiration of this period.
4. We hereby undertake and confirm that M/s -----
-----[name of company (bidder)] and its employee(s) have never been blacklisted by any government, semi-government, autonomous or state-owned organization of Pakistan and their cases regarding black listing are not under trial by any Court of Law. We further undertake that we do not have any actual or potential conflict of interest either with KPT or scope of subject RFP.
5. We submit herewith our bid as one (01) original along with one (01) soft copy on USB drive in PDF as well as native MS Word/Excel formats.
6. We do hereby appoint and authorize Mr./Ms.----- (full name and official address) who is presently employed with us and holding the position of----- [(designation)] in -----[name of the company (bidder)] to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our subject bid including signing and submission of all documents and providing information/responses to KPT in all matters including but not limited to clarifications etc., till award of subject RFP. We hereby agree to ratify all acts, deeds and things lawfully done by our said authorized representative pursuant to this authorization and that all acts, deeds, and things done by our aforesaid authorized representative shall and shall always be deemed to have been done by us.
7. We certify that, should we be awarded the contract, the resources who are to be assigned to the given project will be available to commence performance of the work within agreed timelines, and will remain available to perform the work. Furthermore, for any proposed person who is not our employee, we hereby certify that we have written permission from such person (or the employer of such person) to propose the services of such person in relation to the work to be performed in fulfillment of this requirement.

8. The decision of KPT shall be final and KPT will not be liable for any loss or damage to any party acting in reliance thereon.

9. We have gone through the terms/conditions of subject RFP document and have found the document in whole as non-biased to any company / contractor / consultant / advisor/ firm or product / brand. We do not have any objection/comment on any clause/section/article and fully understand the documents as compliant with PPRA Rules.

10. We undertake that all the information submitted by us is correct and true to the best of our knowledge and belief and nothing has been concealed and misstated by us in the bid. In case any information is found wrong, misleading, or misstated in this bid, the same may lead to rejection of our bid, forfeiture of our bid bond and our disqualification.

11. We declare that our bid is our only and final offer, and no unsolicited offer of any description shall be made for consideration of KPT.

12. We acknowledge that KPT reserves the right to blacklist any bidder or to forfeit its bid bond who breaches any terms and conditions of this RFP document.

We remain,

Yours sincerely

[Bidder's Official Stamp]

Authorized Signature: _____
Name and Title of Signatory: _____
Name & Address of Firm: _____
Cell No. of Signatory: _____
E-mail address of Signatory: _____
Mailing address of Signatory: _____
Landline No: _____

Acceptance by representative authorized as per Clause 6 above:

Signatures of Authorized Representative: _____
Name and Title: _____
Name & Address of Firm: _____
Cell No.: _____
E-mail address: _____
Mailing address: _____

ANNEXURE-IV: BID REQUIREMENTS & EVALUATION CRITERIA

1. Bidders shall submit all relevant documents, in their bids, required to evaluate/assess the bidders as per the criteria mentioned herein. Bidders shall be evaluated only on the basis of the documents provided in the bids. Provision of relevant and clear/unambiguous documents shall be responsibility of the bidders. Documents/details shall be provided in a manner that the required information is clearly mentioned/highlighted/marked. All supporting documents e.g. company profile, incorporation certificates, experience certificates, testimonials, client details, previous contracts/purchase orders/work orders, personnel profiles/CVs, documents related to financial strength etc. must be available and clearly identified in the bid.
2. In addition to the documents mentioned at serial 1 above, bidders shall provide the following:
 - a. copies of their NTN and GST registration certificates. The bidders should be on Active Taxpayers List of FBR;
 - b. Valid certificates;
 - c. Proof of established offices/branches in Karachi;
 - d. Firm must have minimum five (05) years' experience;
 - e. Signed & stamped Form of Bid as per the format given at Annexure III;
 - f. Bid bond.
3. If any discrepancy is found in the documents/requirements as mentioned at para 2 above, the same shall be communicated to said bidder for rectification. If the bidder declines or fails to rectify the discrepancy, its bid shall be disqualified and submitted bid bond shall be forfeited.
4. The evaluation committee shall evaluate the bids on the basis of responsiveness to the Scope of Services, mandatory requirements and evaluation criteria provided herein
5. Bidders must fulfil the following mandatory requirements to qualify:

S. No.	MANADATORY REQUIREMENT
1	The Bidder Must Possess Valid NTN & GST registration
2	The Bidder must possess valid certificates
3	The Bidder must possess minimum five (05) years working experience in the same field.
4	The Bidder must have minimum ten (10) clients to its credit for provision of specific/ similar jobs in last five years
5	The Bidder must have established office(s) in Karachi
6	The Bidder must attach bid bond with its bid.
7	The Bidder must attach signed Form of Bid.
8	The Bidder must attach duly filled in and signed & stamped Annex-V: Price Schedule with its bid

1. In order to show fulfillment of abovementioned mandatory requirements, the Bidders are required to submit the following documents with their bids and use the following table as index:

S/N	Attributes	Reference Page in Bid	Marks Obtained
1	Complete Company Profile		
2	NTN & GST registration certificates.		
3	Details of established office setup in Karachi		
4	Establishment of business (Registration / incorporation certificate / documents) Max Marks 25		5 years = 5 7 years = 7 Between 7-10 = 10 Between 10-15 = 15 Greater than 15 = 25
5	Details & supporting documents of minimum ten (10) clients for provision of specific/similar jobs in Pakistan. Copies of contracts, purchase/work orders or invoices to be provided. Claims without supporting documents shall not be accepted. Max Marks 25		5 clients = 10 10 clients = 18 15 clients = 25
6	Volume of Business in a year with supporting documents. Max Marks = 25		i. 15m = 25 ii. 10 – 14 = 18 iii. 5 – 10m = 10
7	Average Turnover per Annum Bank Statements Required Max Marks 25		i. Rs. 50m = 25 ii. Rs. 40m-50m = 18 iii. Rs. 30m-20m = 10
8	The details established office set up in Karachi		
9	Bid bonds amounting to Rs.100,000/ in the form of pay order issued by schedule of Pakistan in favor of Chief Accounts Officer KPT		
10	Signed form of Bid with official stamp affixed on it as per the format given in Annex-III		
11	Duly filled and signed and stamped Annex Price Schedule		

ANNEXURE-V: PRICE SCHEDULE

CAFETERIA CONTRACTOR RATES

S.NO	ITEMS	UNIT	RATE
BREAKFAST			
1	PARHATA		
2	BREAD		
3	EGG/OMLETTE		
4	LAHORI CHANAY		
5	EGG FRY		
6	TEA/ COFFEE		
7	NAN		
8	HALWA POORI		
LUNCH			
1	CHICKEN BIRYANI		
2	BEEF BIRYANI		
3	VEGETABLE PULAO		
4	CHICKEN PULAO		
5	CHICKEN KARHAI		
6	CHICKEN QORMA		
7	CHINESE/ FRIED RICE		
8	DAAL/ MIX VEGETABLE		
9	CURRY PAKORA		
10	AALOO QEEMA		
11	BURGERS/ SANDWICH		
12	CHANA CHAAT		
13	FRENCH FRIES		
14	DAHI BALAY		
15	SAMOSA/ PATTIES/ PAKORA		
16	COLD DRINK		
RENTAL RATE			
1	MONTHLY RATE		

Note:

- The contract will be awarded to the bidder fulfilling all the mandatory requirements and quoting the lowest service charges. For evaluation average of all the quoted charges shall be considered.
- Quoted Rates shall be inclusive of all applicable taxes.
- Taxes shall be deducted at source as per the applicable law(s).
- The service charges shall remain fixed for the duration of the Contract.

Signatures of Authorized Representative as per Clause 6 of Form of Bid

Name and Title: _____

Name & Address of Firm: _____

- bidders are responsible to include correct taxes .

ANNEXURE-VI: PERFORMANCE SECURITY FORMAT

(ON NON-JUDICIAL STAMP PAPER @ APPLICABLE RATE, BASED ON
GUARANTEE VALUE)

Chief Accounts Officer
Karachi Port Trust
Head Office
Eduljee Dinshaw Road
Karachi.

Dear Sirs,

In consideration of Messrs. _____ hereinafter called the
“Firm” for provision of firm services having been declared successful bidder for award
of Contract and in consideration of value received from
_____ we hereby agree to
undertake as follows:

1. To make un-conditional payment of PKR. 200,000/- (Pak Rupees Two Hundred Thousand Only) upon your written demand without further recourse, question or reference to the Firm or any other person, in the event of default or negligence in any aspect from the Scope of Services and terms & conditions of the Contract by the Firm before the end of the period specified in the Contract, after the signing of the same for the validity thereof.
2. To accept written intimation(s) from you as sufficient evidence of the existence of default or non-compliance as aforesaid on the part of the Firm and to make payment immediately upon receipt of the written intimation.
3. No grant of time or other indulgence to, or composition, or arrangement with the Firm in respect of the aforesaid Contract with or without notice to us shall in any manner discharge or otherwise, however, affect this guarantee and our liabilities and commitments hereunder.
4. The performance bond shall be binding on us and our successors in interest and shall be irrevocable.
5. This performance bond shall remain valid up to thirty-seven (37) months from its issuance date.

For and On behalf of

AUTHORIZED SIGNATURE

(Stamp and signature of the issuing
bank)

BID APPLICATION FORM

S.NO	REQUIREMENT	DETAILS
1	Name of Firm	
2	Name of the Owner of Firm	
3	CNIC No. of the Owner of Firm	
4	Address of the Firm	
5	Telephone / Landline No.	
6	Mobile No.	
7	Income Tax No. / NTN No.	
8	GST Registration No.	
9	Experience in Years	
10	Bids Price	
11	Pay Order No.	
12	List of Major Clients Attached	
13	Affadavit on the Stamp Paper to the effect that the Firm has not been blacklisted by any of the Government (Federal/ Provincial Authorities)	
14	Signature of the Owner / Authorized Person of the Firm with Name & Mobile No.	