

Request for Proposal

Procurement of Services for the Engagement of an Independent Third Party Auditor to Conduct Audit of PESCO IT System (Consultancy Services)

National

Single Stage-Two Envelope



July 04, 2026

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PROCUREMENT NOTICE

PROCUREMENT OF CONSULTANCY SERVICES

1. The **Material Management (Peshawar Electric Supply Company (PESCO))** has reserved Funds for the procurement planned for FY **2026-27**. The **Material Management (Peshawar Electric Supply Company (PESCO))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the consultancy services of "**Procurement of Services for the Engagement of an Independent Third Party Auditor to Conduct Audit of PESCO IT System**" with the reference of "**P53111**"
2. The **Material Management (Peshawar Electric Supply Company (PESCO))** invites RFP through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Consultancy Services.
3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Quality and Cost Based Selection (QCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All proposals must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Call at Deposit, Bank Guarantee** or Bid Securing Declaration on the prescribed format described.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **<https://epads.gov.pk/opportunities/federal/procurements/53111>**.
6. The RFP, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, July 20, 2026 10:00 AM**. Proposals will be opened on the same day at **Monday, July 20, 2026 10:30 AM**. Manual submission of RFPs shall not be entertained. Those consultants/Firm who have not yet registered on the new

version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>.

A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

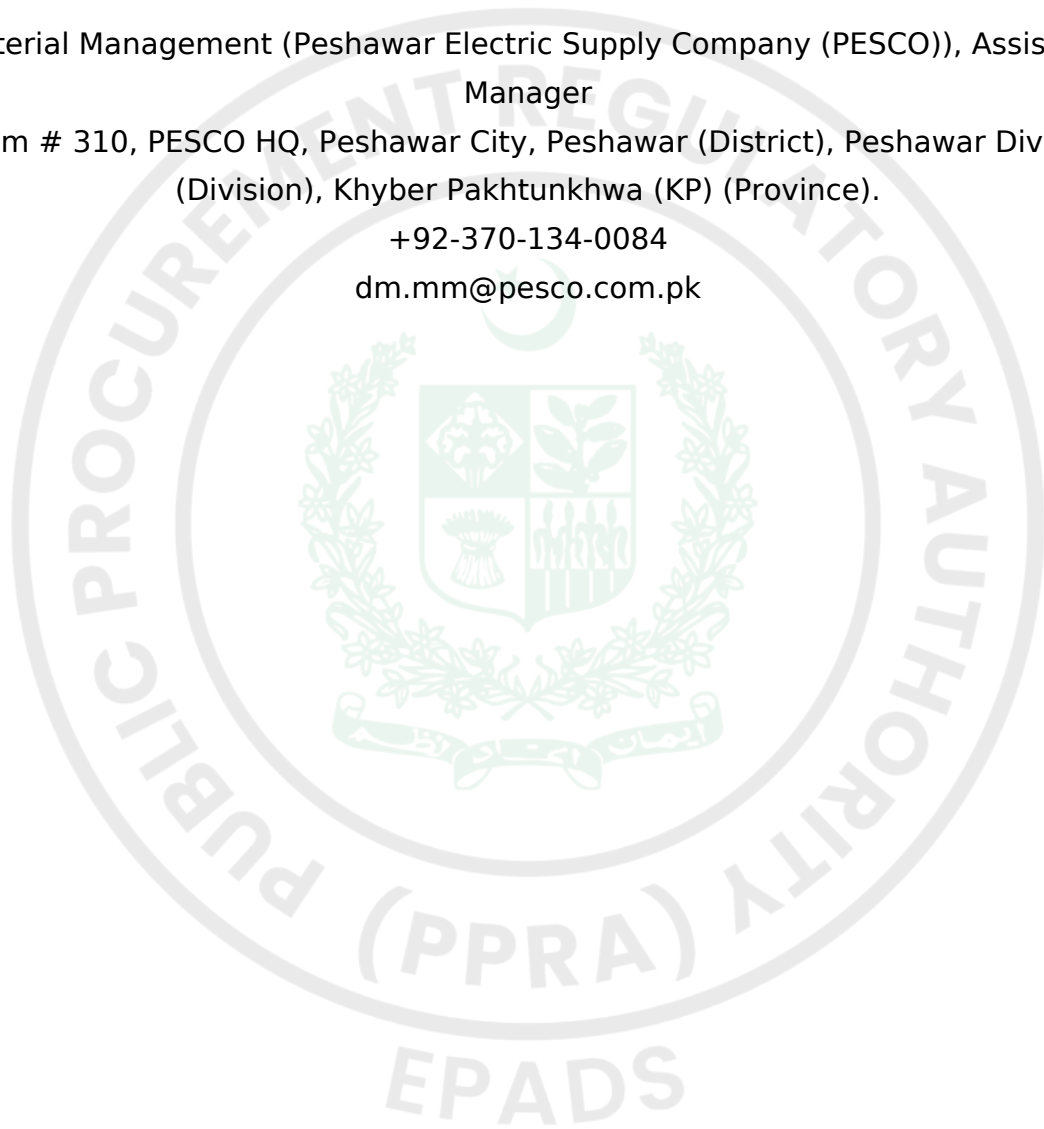
In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.pk).

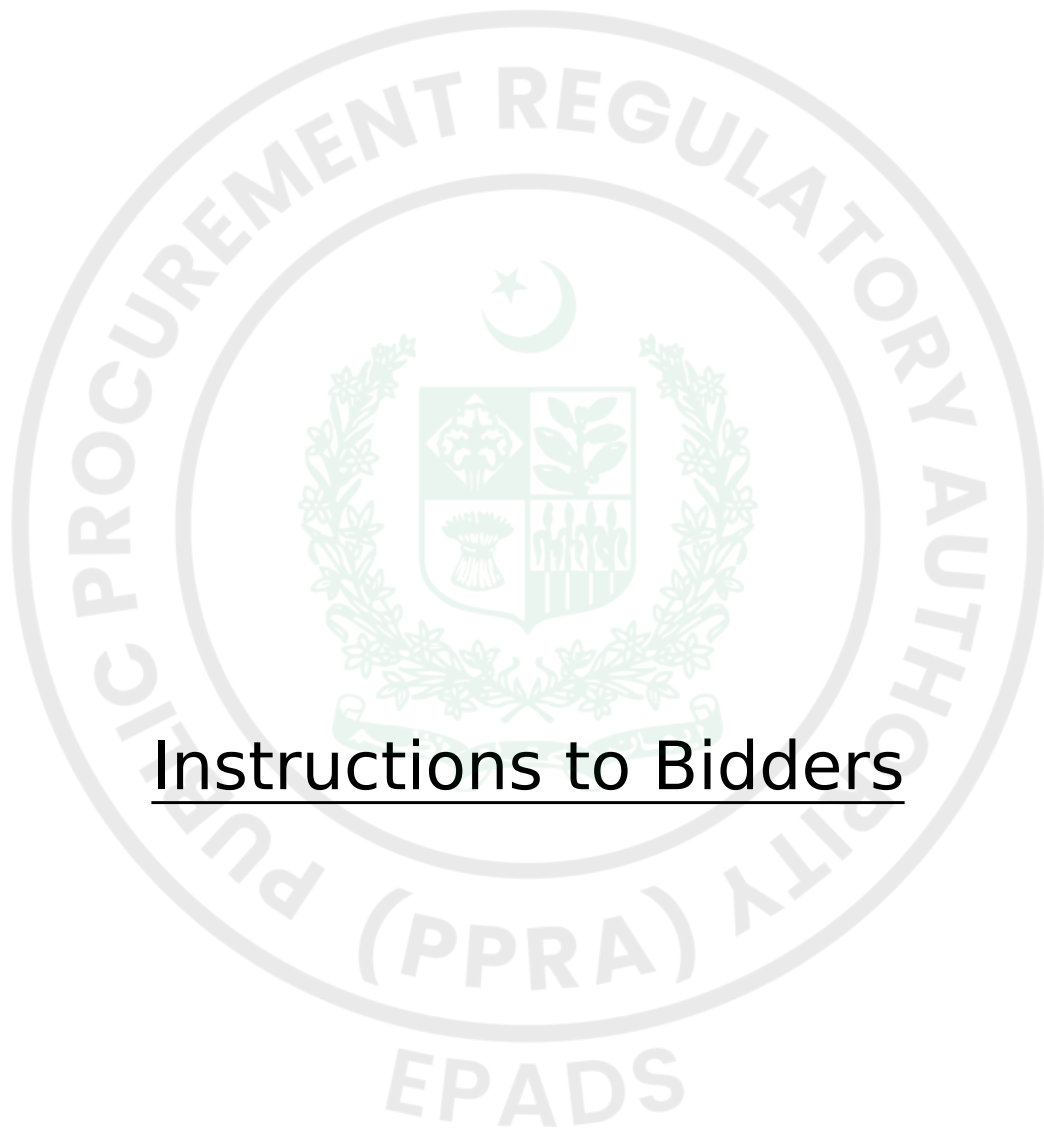
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Instructions to Bidders

A. General Provisions

1. Introduction

1.1. The Procuring Agency named in the Data Sheet intends to select a consultant, in accordance with the method of selection specified in the Data Sheet. The eligible Consultants are invited to submit a proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet.

1.2. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

1.3. The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

2. Corrupt and Fraudulent Practices

2.1. The procuring agencies and the consultant are required to compliance Procurement Regulatory Framework in regard to corrupt and fraudulent practices as defined under Rule 2(1)(f) of the Public Procurement Rules.

B. Preparation of Proposals

3. General Considerations

3.1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

4. Language

5. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall

be written in the language(s) specified in the Data Sheet.

Documents Comprising the Proposal

5.1. The Proposal shall comprise the documents and forms listed in the Data Sheet.

6. Only One Proposal

6.1. The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet** and subject to regulatory instructions, if any.

7. Proposal Validity

7.1. Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the Procuring Agency (PA). To ensure the validity of proposal, it shall contain bid security or bid Securing declaration as a complementary bid securing instrument having the validity twenty-eight days more than the bid validity period.

7.2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

7.3. If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.

7.4. Extension of Validity Period

7.4.1. If considered necessary, an extension in the bid validity can be made in accordance with the provision of public procurement rules, 2004 or any instructions issued in this regard.

8. Bid security/Bid Securing Declaration

8.1. The consultant shall submit bid security in the form and amount specified by the procuring agency before the submission deadline. Provided that in case where the procuring agency does not require the bid security, the bidder shall submit bid securing declaration on the format prescribed by the Authority in Standard Procurement Documents.

8.2. Any Proposal not accompanied by a Bid Security or Bid Securing Declaration shall be rejected by the Procuring Agency as non-responsive.

8.3. The Bid Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal indicating all the members are jointly and severally responsible.

8.4. The successful Consultant's Bid Securing Declaration will be discharged upon the signing the contract with the Successful Consultant, and furnishing the performance security

9. Clarification and Amendment of RFP

9.1. The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before three days prior to the Proposals' submission deadline through **EPADS v2.0** only. The Procuring Agency will respond to the same through **EPADS v2.0**. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below:

9.1.1. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment through **EPADS v2.0**.

9.1.2. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

9.2. The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal based on the respective amendment in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

10. Preparation of Proposals - Specific Considerations

10.1. While preparing the Proposal, the Consultant must give particular attention to the following:

10.1.1. The Procuring Agency may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Procuring Agency's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

10.1.2. If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.

10.1.3. For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

10.1.4. The proposal may be subject to price adjustment in accordance with Data sheet and formula specified.

11. Financial Proposal

11.1. The Financial Proposal shall be prepared using the Standard Forms provided in the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet.

12. Taxes

12.1. The proposal submitted shall be inclusive of all the taxes unless otherwise stated in the Data Sheet. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Procuring Agency's country is provided in the Data Sheet.

13. Currency of Proposal

13.1. The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency. Payment shall also be made in the currency specified in the data sheet or condition of the contract.

C. Submission, Opening and Evaluation

14. Submission/withdrawal of Proposals

14.1. The Consultant shall submit proposal through **EPADS v2.0** before the submission deadline.

14.2. A Proposal submitted by a Joint Venture shall be submitted through **EPADS v2.0** from the account of Lead Member. Reference to the EPADS account of all the JV Member shall be provided along with the proposal. Incase any of Member is not registered on the **EPADS v2.0**, may be registered on the **EPADS v2.0** or all his credential shall be provided along with the proposal for the evaluation of the procuring agency. JV agreement signed by all the members shall also be provided along with the proposal.

14.3. A Consultant may withdraw its Proposal after it has been submitted before the submission deadline.

15. Opening of Proposal

15.1. The Procuring Agency will open all Proposal through **EPADS v2.0**.

15.2. Financial Proposal, will remain unopened till the prescribed financial Proposal opening date.

16. Evaluation of Technical Proposals

16.1. The Procuring Agency's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

17. Opening of Financial Proposals

17.1. After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores (if any). The Procuring shall notify those Consultants that have achieved the minimum overall technical score and inform them of the date and time for the opening of the Financial Proposals.

17.2. The Financial Proposals shall be opened and evaluated through **EPADS v2.0**.

18. Correction of Errors

18.1. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

18.2. The Procuring Agency's evaluation committee will

(a) correct any computational or arithmetical errors, and

(b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Agency's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

19. Conversion to Single Currency

19.1. For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

20. Selection Technique

20.1. Quality and Cost Based Selection

In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

20.2. Fixed-Budget Selection (FBS)

20.2.1. In the case of FBS, those Proposals that exceed the budget indicated in the Data Sheet shall be rejected.

20.2.2. The Procuring Agency will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

20.3. Least-Cost Selection.

In the case of Least-Cost Selection (LCS), the Procuring Agency will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant for discussion on technical issues, without changing the cost and scope of services.

D. Negotiations and Award

21. Negotiations

21.1. The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

21.2. The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Agency's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

22. Availability of Key Experts

22.1. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clauses of ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Agency proceeding to negotiate the Contract with the next-ranked Consultant.

22.2. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter

of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

23. Award of Contract

23.1. The Procuring Agency will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the RFP Documents and who has been declared as Successful Consultant, provided that the same is not in conflict with any other law or policy of the Federal Government

24. Grievance Redressal Mechanism

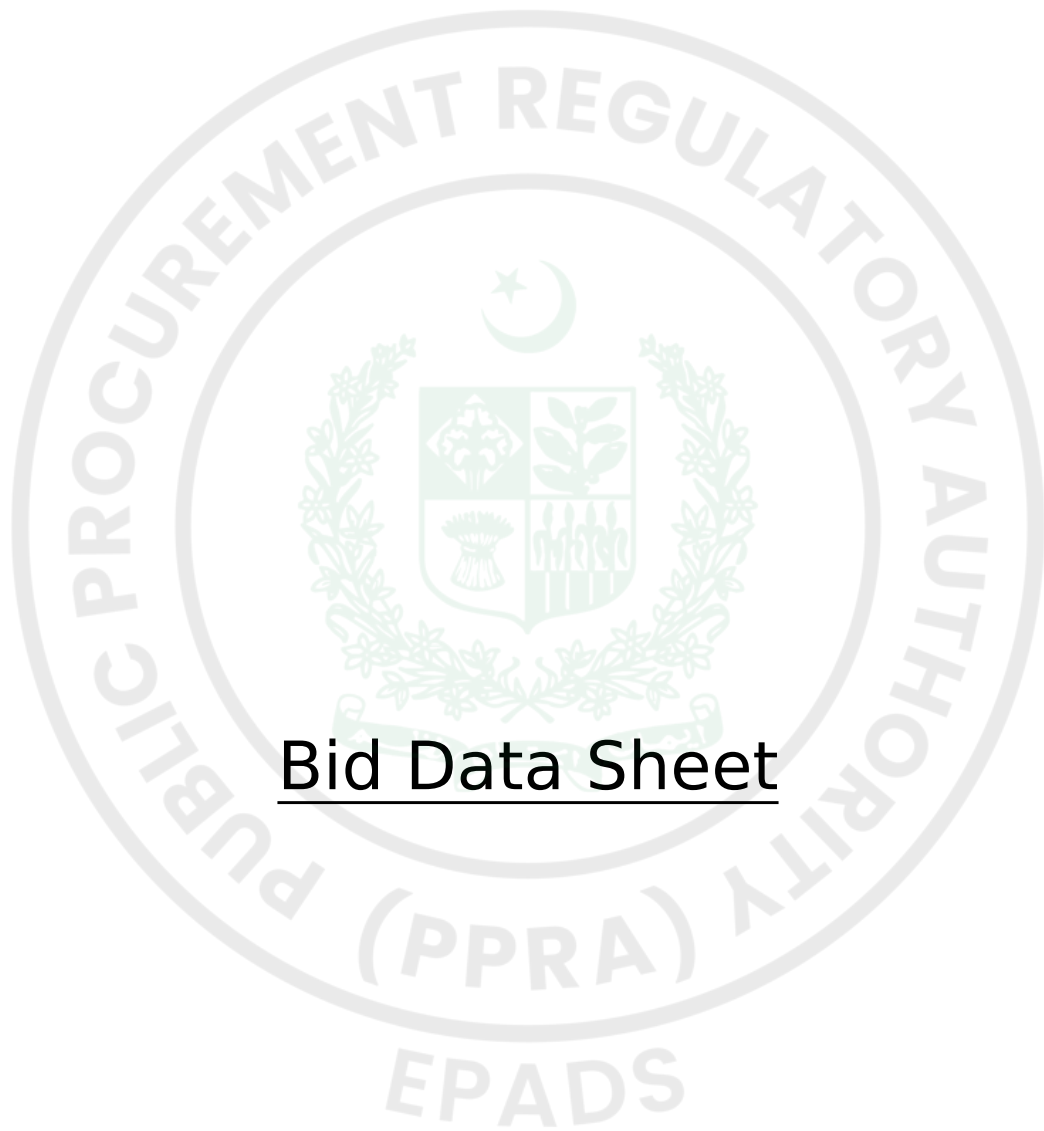
24.1. Grievance shall be redressed in accordance with procedure and mechanism defined under Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance regulations.

25. Mechanism of Blacklisting

25.1. The Blacklisting shall be carried out in accordance with provision of Rule 19 of the Public Procurement Rules, 2004 and for Procedure of Filing and Disposal of Review Petition under Rule 19 (3), 2021, to be read with the Regulations on "Mechanism for Blacklisting and Debarment of Bidders or Contractors Regulations, 2024".

26. Environmental objectives

26.1. As per Rule 4 of Public Procurement Rules, 2004, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured



Bid Data Sheet

Proposal Data Sheet (BDS)

The following specific data for the procurement of Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number

ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. General

1

1.1

Name of Procuring Agency: **Material Management (Peshawar Electric Supply Company (PESCO))**

The subject of procurement is: **Procurement of Services for the Engagement of an Independent Third Party Auditor to Conduct Audit of PESCO IT System**

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P53111**

BDS Clause Number 2

ITB Number 1.2 & 9.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Wednesday, July 15, 2026

Pre-Bid Meeting: Monday, July 13, 2026 10:00 AM

Venue: Room # 310, PESCO HQ

B. Preparation of Proposals

BDS Clause Number 3

ITB Number 4.1

The language of the proposals is: **English**

BDS Clause Number 4

ITB Number 6.1

Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible? **No**

BDS Clause Number 6

ITB Number 7.1

Proposals shall be valid until **120 Days**

BDS Clause Number 7

ITB Number 9.1

List of documents required along with the bid: **No**

BDS Clause Number 8

ITB Number 10.2

The Consultant's Proposal must include the minimum Key Experts' time-input of _____person-months.

For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:

The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.]

BDS Clause Number 9

ITB Number 105

The price shall be **Fixed**.

Price schedule will be provided according to the format defined and acquired. see section price schedule.

BDS Clause Number 10

ITB Number 11.1

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 11

ITB Number 7.6

Services and Their related documents:

See section Required Services and ToR

C. Submission, Opening and Evaluation

BDS Clause Number 12

ITB Number 8.1 & 8.2

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

The Bid Security shall be in the form of: **Call at Deposit, Bank Guarantee**

BDS Clause Number 13

ITB Number 13.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 14

ITB Number 14.1

Proposal shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

Room # 310, PESCO HQ, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Monday, July 20, 2026 10:00 AM**

BDS Clause Number 15

ITB Number 15.1

The Bids opening shall take place on **EPADS v2.0**.

Day : **Monday**

Date: **Monday, July 20, 2026**

Time : **10:30 AM**

BDS Clause Number 16

ITB Number 20

Selection technique adopted will be: **Quality and Cost Based Selection (QCBS)**

see Evaluation Criteria

F. Negotiation and Award

BDS Clause Number 18

ITB Number 21.5

The Performance guarantee shall: **0%**.

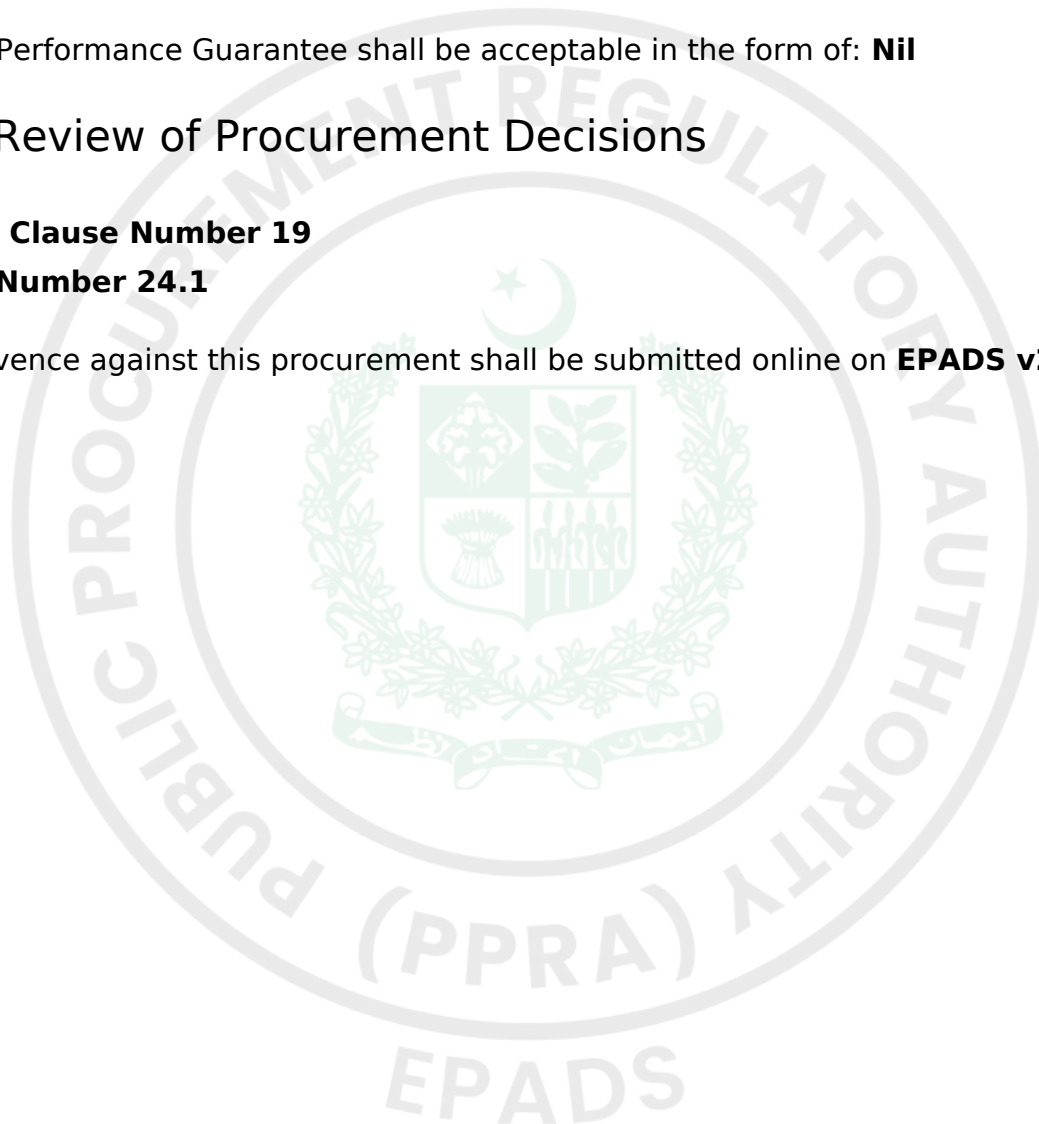
The Performance Guarantee shall be acceptable in the form of: **Nil**

G. Review of Procurement Decisions

BDS Clause Number 19

ITB Number 24.1

Grievance against this procurement shall be submitted online on **EPADS v2.0**.



Eligibility Criteria

Bidder's Type	Required Registration
Any	FBR (NTN) FBR (GSTN)

Eligibility Criteria	Document
Duly attested affidavit (on stamp paper) confirming the firm is not blacklisted by any Government or semi-Government organization, regulatory body, or international institution.	Yes
The firm must not be under investigation for fraud, tax evasion, money laundering, or any criminal offence. A signed Undertaking to this effect is required.	Yes
The firm must have no financial, business, or employment relationship with PESCO or any of its key officials during the preceding 3 years. A Conflict of Interest Declaration must be submitted.	Yes
The Lead IT Auditor / Team Leader must hold a valid and active CISA (Certified Information Systems Auditor) certification issued by ISACA, active as of 30 June 2026 (i.e., the certification must be valid). Bids without a valid and active CISA certificate shall be rejected at the eligibility stage without technical evaluation	Yes
The firm must have a minimum of 5 (five) years of verifiable experience in conducting IT audits, consistent with the scoring bands in Section A of the Technical Evaluation Criteria. Proof of experience must be submitted in the form of completion certificates, client reference letters, or contract copies.	Yes

The firm must have conducted at least one (1) IT Audit of a Utility Company (power, gas, water, or telecoms etc.). Documentary evidence — completion certificate or client reference letter — is mandatory. Bids failing this criterion shall be rejected.	Yes
The Lead IT Auditor / Team Leader must have personally conducted at least one (1) IT Audit of a Utility Company. A CV supported by documentary evidence (completion certificate or client reference letter identifying the Team Leader's role) is mandatory. Bids failing this criterion shall be rejected.	Yes
The firm must demonstrate proven experience in auditing Oracle E-Business Suite and large-scale utility billing systems, per TOR Section 6 and Section 8. Documentary evidence — completion certificates, client reference letters, or contract copies specifically identifying Oracle E-Business Suite and billing system audit work — is mandatory. Bids failing this criterion shall be rejected at the eligibility stage without technical evaluation.	Yes
The firm must submit Employment Proof (appointment letter, employment contract, or employer-certified engagement letter) for all proposed Key Personnel confirming their availability for the full duration of this assignment.	Yes
The firm must sign a Non-Disclosure Agreement (NDA) as part of the contract, given the mission-critical nature of PESCO's IT systems and data, per TOR Section 10.	Yes
Certificate of Incorporation / Registration with SECP, or Registration Certificate with Registrar of Firms (for partnerships).	Yes
Employment Proof for all proposed Key Personnel (appointment letter, employment contract, or employer-certified engagement letter) confirming their availability for the full 4-month duration of this assignment (mandatory eligibility requirement).	Yes
CVs of all proposed Key Personnel (1 Team Leader + 3 Module Specialists), clearly indicating qualifications, certifications (with active status as of 30 June 2026), and years of relevant experience.	Yes

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Technical Marks	100
Passing Marks	60
A. Firm's Relevant Experience [Section Total: 25]	
A1. Years of Experience in IT Audit (select highest applicable band) (Quantitative)(Doc Required)	20
15 or more years of verifiable IT audit experience (20)	
10 – 14 years of verifiable IT audit experience (15)	
5 – 9 years of verifiable IT audit experience (10)	
A2. Completed IT Audit Assignments in the last 3 years (documentary evidence required) (Quantitative)(Doc Required)	5
5 or more completed assignments (5)	
3 – 4 completed assignments (3)	
1 – 2 completed assignments (2)	
B. Qualifications & Competence of Key Personnel [Section Total: 35]	

B1. Team Leader / Lead IT Auditor (max 07 marks) (Quantitative)(Doc Required) 10 or more years of relevant IT audit experience in Team Leader role (7) 7 – 9 years of relevant IT audit experience in Team Leader role (5) 5 – 6 years of relevant IT audit experience in Team Leader role (3)	7
Team Leader / Lead IT Auditor (Additional certification beyond CISA: CISSP or CISM (4 marks) (Quantitative)(Doc Required) Additional certification beyond CISA: CISSP or CISM (4)	4
Team Leader / Lead IT Auditor (Post-graduate degree in IT / CS / MIS / Engineering / related field) (Quantitative)(Doc Required) Post-graduate degree in IT / CS / MIS / Engineering / related field (4)	4
B2. Key Personnel — Module Specialists (ERP) (Quantitative)(Doc Required) ERP Specialist: Certification in Oracle E-Business Suite and optionally CISA, CISM, or equivalent (3)	3
B2. Key Personnel — Module Specialists (Billing/IBS) (Quantitative)(Doc Required) Billing/IBS Specialist: Certification in relevant Oracle platforms like: 1. Oracle Utilities CC&B functional fundamentals 2. CC&B technical/developer training 3. Oracle Database SQL and PL/SQL certification/training 4. Oracle Integration / REST APIs / OCI etc. or 5. Experience in PITC Billing system (IBS) architecture. (3)	3

B2. Key Personnel — Module Specialists (IT Infrastructure) (Quantitative)(Doc Required)	3
IT Infrastructure Specialist: CISA, CISSP, CEH, ISO 27001 Lead Auditor, or equivalent (3)	
Additional 2 marks for ERP Specialist for having relevant degree in post-graduate degree in IT / CS / Engineering or related field (Quantitative)(Doc Required)	2
Additional 2 marks for Billing/IBS specialist for having relevant degree in post-graduate degree in IT / CS / Engineering or related field (Quantitative)(Doc Required)	2
Additional 2 marks for IT infrastructure Specialist for having relevant degree in post-graduate degree in IT / CS / Engineering or related field (Quantitative)(Doc Required)	2
Additional / Bonus Certifications — Team-Wide ISO 27001 Lead Auditor (firm-level certification named in TOR Section 6)--2 MARKS CRISC (Certified in Risk and Information Systems Control)----01 Mark ITIL (IT Infrastructure Library)-----01 Marks CEH (Certified Ethical Hacker)----02 Mark Note: Maximum 5 marks under above regardless of total certifications held (Qualitative)(Doc Required)	5
C. Methodology & Work Plan [Section Total: 30]	
C1. Demonstrated understanding of PESCO's IT environment and all TOR-named audit objectives: Gap Analysis (ERP), Revenue Assurance (IBS/MDM), Forensic Integrity (unauthorized data changes), Infrastructure & DR Readiness, and Operational Sustainability (HR Need Analysis) (Qualitative)(Doc Required)	5
C2. Proposed audit methodology mapped to PESCO's 5-phase approach (TOR Section 4): Planning, Fieldwork, HR Availability & Need Analysis, Testing, Reporting — including frameworks (COBIT, ISO 27001, NIST, ISACA), VAPT approach, Oracle Licensing True-up review (TOR 3.1), and detection of unauthorized data changes (TOR 3.6) (Qualitative)(Doc Required)	12

C3. Staffing Plan — clearly identifying which Expert/Key Personnel are required in each module (ERP, Billing/IBS, and IT Infrastructure), with staff allocation per phase and a Gantt chart or equivalent phased timeline and deliverables schedule. (Qualitative)(Doc Required)	8
C4. Reporting approach: Draft Report → Management Response period → Final Report → Executive Presentation to CEO PESCO — risk rating system defined (High/Medium/Low) (Qualitative)(Doc Required)	5
D. Financial Capacity of the Firm [Section Total: 10]	
D1. Average annual turnover for last 3 years (as per audited financial statements): PKR 150 Million or above (Quantitative)(Doc Required)	6
D2. Valid tax registration (NTN, ATL) and no outstanding financial litigation or debarment (Quantitative)(Doc Required)	4

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
Procurement of Services for the Engagement of an Independent Third Party Auditor to Conduct Audit of PESCO IT System	Address: PESCO HQ, Peshawar Schedule: 16 Weeks Quantity: 1/job	1/job	500000 PKR

Related Services :

No



TORS (Terms of References)

Positions Without Lots :

Position: Procurement of Services for the Engagement of an Independent Third Party Auditor to Conduct Audit of PESCO IT System

TORs (Terms of Reference):

COMPLETE TOR's ARE PROVIDED IN ANNEXTURE UNDER PART II —
CONTRACT TERMS AND CONDITIONS

Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		





General Conditions of Contract

A. General Provisions

1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- 1.1. **"Affiliate(s)"** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- 1.2. **"Applicable Law"** means the laws and any other instruments having the force of law in Pakistan or as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.
- 1.3. **"Consultant"** means an individual consultant or a consulting firm as the case may be;
- 1.4. **"Contractor's Personnel"** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).
- 1.5. **"Day"** means calendar day unless indicated otherwise.
- 1.6. **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- 1.7. **"Experts"** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- 1.8. **"Foreign Currency"** means any currency other than the Pakistani Rupees.
- 1.9. **"GCC"** means these General Conditions of Contract.
- 1.10. **"Government"** means the Government of Pakistan.
- 1.11. **"Joint Venture (JV)"** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.
- 1.12. **"Key Expert(s)"** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- 1.13. **"Local Currency"** means the currency of Pakistan
- 1.14. **"Non-Key Expert(s)"** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- 1.15. **"Party"** means the Procuring Agency or the Consultant, as the case may be, and "Parties" means both of them.

1.16. "Procuring Agency's Personnel" refers to the staff, labor and other employees (if any) of the Procuring Agency engaged in fulfilling the Procuring Agency's obligations under the Contract; and any other personnel identified as Procuring Agency's Personnel, by a notice from the Procuring Agency to the Consultant

1.17. "**Proposal**" means the Technical Proposal and/or the Financial Proposal of the Consultant.

1.18. "**RFP**" means the Request for Proposals to be prepared by the Procuring Agency for the selection of consultants, based on the SRFP.

1.19. "**SCC**" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

1.20. "**Site**" (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor's Contract as forming part of the Site.

1.21. "**SRFP**" means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP.

1.22. "**Sub-consultants**" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

1.23. "**Third Party**" means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-consultant.

1.24. "**TORs**" means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Agency and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

3.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

4. Language

4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Procuring Agency, shall be written in the English language unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5. Headings

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

7. Location

7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring Agency may approve.

8. Authority of Member in Charge

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.

9. Authorized Representatives

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Agency or the Consultant may be taken or executed by the officials specified in the SCC.

10. Fraud and Corruption

10.1. Public Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects) as well as Applicants/Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts in accordance with the requirement of Procurement Regulatory Framework

B. Commencement, Completion, Modification and Termination of Contract

11. Effectiveness of Contract

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Procuring Agency's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

12. Termination of Contract for Failure to Become Effective

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13. Commencement of Services

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

14. Expiration of Contract

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15. Entire Agreement

15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16. Modifications or Variations

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

17. Force Majeure

17.1. Definition

17.1.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.1.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.1.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

17.2. No Breach of Contract

17.2.1. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

17.3. Measures to be Taken

17.3.1. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.3.2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.3.3. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.3.4. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Agency, shall either:

17.3.4.1. demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Agency, in reactivating the Services; or

17.3.4.2. continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.3.5. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49& 50.

18. Suspension

18.1. The Procuring Agency may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

a) By the Procuring Agency

19.1.1. The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) days' written notice in case of the event referred to in (e); and at least five (5) days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. if the Consultant, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, in competing for or in executing the Contract, then the Procuring Agency may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

19.2. By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
- (d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Agency of the Consultant's notice specifying such breach.

19.3. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except

- (i) such rights and obligations as may have accrued on the date of termination or expiration,
- (ii) the obligation of confidentiality set forth in Clause GCC 22,

(iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

19.4. Cessation of Services

19.4.1. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Agency, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

19.5. e.Payment upon Termination

Upon termination of this Contract, the Procuring Agency shall make the following payments to the Consultant:

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

20. General

20.1. Standard of Performance

20.1.1. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.

20.1.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.1.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Agency

20.2. Law Applicable to Services

20.2.1. The Consultant shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

21. Conflict of Interests

21.1. The Consultant shall hold the Procuring Agency's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

21.1.1. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1.1. The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.1.2. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.

21.1.2. Consultant and Affiliates Not to Engage in Certain Activities

21.1.2.1. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

21.1.3. Prohibition of Conflicting Activities

21.1.3.1. The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

21.1.4. Strict Duty to Disclose Conflicting Activities

21.1.4.1. The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. Confidentiality

22.1. Except with the prior written consent of the Procuring Agency, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. Liability of the Consultant

23.1. Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

24. Insurance to be Taken out by the Consultant

24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting, Inspection and Auditing

25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

25.2. Pursuant to paragraph 1.23 (e) of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit, the procuring agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents. The Consultant's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Agency's inspection and audit rights constitute a prohibited practice subject to contract termination.

26. Reporting Obligations

26.1. The Consultant shall submit to the Procuring Agency the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

27. Proprietary Rights of the Procuring Agency in Reports and Records

27.1. Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Agency.

27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Agency's prior written approval to such agreements, and the Procuring Agency shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be

specified in the SCC.

28. Equipment, Vehicles and Materials

28.1. Equipment, vehicles and materials made available to the Consultant by the Procuring Agency, or purchased by the Consultant wholly or partly with funds provided by the Procuring Agency, shall be the property of the Procuring Agency and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Agency an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Agency's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Agency in writing, shall insure them at the expense of the Procuring Agency in an amount equal to their full replacement value.

28.2. Any equipment or materials brought by the Consultant or its Experts into the Procuring Agency's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

29. Code of Conduct

29.1. The Procuring Agencies and the Consultant are bound to follow the Code of Ethics to be issued by the Authority.

D. Consultant's Experts and Sub-Consultants

30. Description of Key Experts

30.1. The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

30.2. If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Procuring Agency, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2.

30.3. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Procuring Agency and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 42.2, the Parties shall sign a Contract amendment.

31. Replacement of Key Experts

31.1. Except as the Procuring Agency may otherwise agree in writing, no changes shall be made in the Key Experts.

31.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the

Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

32. Approval of Additional Key Experts

32.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Procuring Agency for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Agency does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Procuring Agency.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

33. Removal of Experts or Sub-consultants

33.1. If the Procuring Agency finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Agency determine that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Procuring Agency's written request, provide a replacement.

33.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Procuring Agency to be incompetent or incapable in discharging assigned duties, the Procuring Agency, specifying the grounds therefore, may request the Consultant to provide a replacement.

33.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Agency.

34. Replacement/ Removal of Experts – Impact on Payments

34.1. Except as the Procuring Agency may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

35. Working Hours, Overtime, Leave, etc.

35.1. Working hours and holidays for Experts are set forth in Appendix B. To account for travel time to/from the Procuring Agency's country, experts carrying out Services inside the Procuring Agency's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Procuring Agency's country as is specified in Appendix B.

35.2. The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.

35.3. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. Obligations of the Procuring Agency

36. Assistance and Exemptions

36.1. Unless otherwise specified in the SCC, the Procuring Agency shall use its best efforts to:

36.1.1. Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

36.1.2. Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

36.1.3. Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

36.1.4. Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency's country according to the applicable law in the Procuring Agency's country.

36.1.5. Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

36.1.6. Provide to the Consultant any such other assistance as may be specified in the SCC.

37. Access to Project Site

37.1. The Procuring Agency warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Agency will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

38. Change in the Applicable Law Related to Taxes and Duties

38.1. If, after the date of this Contract, there is any change in the applicable law in the Procuring Agency's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.2.

39. Services, Facilities and Property of the Procuring Agency

39.1. The Procuring Agency shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

39.2. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40. Counterpart Personnel

40.1. The Procuring Agency shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Consultant's advice, if specified in Appendix A.

40.2. If counterpart personnel are not provided by the Procuring Agency to the Consultant as and when specified in Appendix A, the Procuring Agency and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Agency to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40.3. Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Agency shall not unreasonably refuse to act upon such request.

41. Payment Obligation

41.1. In consideration of the Services performed by the Consultant under this Contract, the Procuring Agency shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. Payments to the Consultant

42. Ceiling Amount

42.1. An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D (Reimbursable expenses).

42.2. Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.

42.3. For any payments in excess of the ceilings specified in GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

43. Remuneration and Reimbursable Expenses

43.1. The Procuring Agency shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

43.2. All payments shall be at the rates set forth in Appendix C and Appendix D.

43.3. Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

43.4. The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified in the SCC.

43.5. Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Agency, once the applicable remuneration rates and allowances are known.

44. Taxes and Duties

44.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

44.2. As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Procuring Agency on behalf of the Consultant.

45. Currency of Payment

45.1. Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

46. Mode of Billing and Payment

46.1. Billings and payments in respect of the Services shall be made as follows:

(a) Advance payment. Within the number of days after the Effective Date, the Procuring Agency shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Agency in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E, or in such other form as the Procuring Agency shall have approved in writing. The advance payments will be set off by the Procuring Agency in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.

(b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Procuring Agency, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable

expenses separately.

(c) The Procuring Agency shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments.

(d) The Final Payment .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Agency. The Services shall be deemed completed and finally accepted by the Procuring Agency and the final report and final invoice shall be deemed approved by the Procuring Agency as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Agency unless the Procuring Agency, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Procuring Agency has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Agency within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final invoice approved by the Procuring Agency in accordance with the above.

(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

(f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

47. Interest on Delayed Payments

47.1. If the Procuring Agency had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. Fairness and Good Faith

48. Good Faith

48.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. Settlement of Disputes

49. Amicable Settlement

49.1. Any dispute of any kind whatsoever shall arise between the Procuring Agency and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project –whether during

developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

49.2. Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 45.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Project. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.

49.3. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Service Provider any monies due the Service Provider.





Special Conditions of Contract

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract>

Number of GC Clause 3.1

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 4.1

The language is **English**

Number of GC Clause 6.1 and 6.2

The addresses are:

The Procuring Agency is: Material Management (Peshawar Electric Supply Company (PESCO)), Assistant Manager Room # 310, PESCO HQ, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).

The Consultant Address:

The title of the subject procurement is: Procurement of Services for the Engagement of an Independent Third Party Auditor to Conduct Audit of PESCO IT System

Number of GC Clause 8.1

[Note: If the Consultant consists only of one entity, state "N/A"; Or

The Lead Member on behalf of the JV is _____ *[insert name of the member]*

Number of GC Clause 9.1

The Authorized Representatives are:

The Authorized Representatives are:

For the Procuring Agency:

Material Management (Peshawar Electric Supply Company (PESCO)), Assistant Manager Room # 310, PESCO HQ, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).

+92-370-134-0084

dm.mm@pesco.com.pk

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 11.1

[Note: If there are no effectiveness conditions, state “N/A”]OR

List here any conditions of effectiveness of the Contract]

The effectiveness conditions are the following: *[insert “N/A” or list the conditions]*

Termination of Contract for Failure to Become Effective:

The time period shall be *[insert time period, e.g.: four months].*

Commencement of Services:

The number of days shall be *[e.g.: ten].*

Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Procuring Agency in writing as a written statement signed by each Key Expert.

Expiration of Contract:

The time period shall be *[insert time period, e.g.: twelve months].*

Number of GC Clause 23.1

No additional provisions.

The following limitation of the Consultant’s Liability towards the Procuring Agency can be subject to the Contract’s negotiations:

Number of GC Clause 24.1

The insurance coverage against the risks shall be as follows:

(a) Professional liability insurance, with a minimum coverage of *[insert amount and currency which should be not less than the total ceiling amount of the Contract];*

Number of GC Clause 33. Removal of Experts or Sub-consultants

[Note to Procuring Agency: include the following for supervision of infrastructure contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high, otherwise delete.]

Price adjustment on the remuneration *[insert “applies” or “ does not apply”]*

[If the Contract is less than 18 months, price adjustment does not apply.

If the Contract has duration of more than 18 months, a price adjustment provision on the remuneration for foreign and/or local inflation shall be included here. The adjustment should be made every 12 months after

the date of the contract for remuneration in foreign currency and – except if there is very high inflation in the Procuring Agency's country, in which case more frequent adjustments should be provided for – at the same intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for the Procuring Agency's country. A sample provision is provided below for guidance:

Payments for remuneration made in [foreign and/or local] currency shall be adjusted as follows:

{ or }

where

R_f is the adjusted remuneration;

R_{fo} is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in foreign currency;

I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and

I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

{ or }

where

R_l is the adjusted remuneration;

R_{lo} is the remuneration payable on the basis of the remuneration rates (**Appendix D**) in local currency;

I_l is the official index for salaries in the Procuring Agency's country for the first month for which the adjustment is to have effect; and

I_{lo} is the official index for salaries in the Procuring Agency's country for the month of the date of the Contract.

The currency of payment shall be the following: PKR

[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]

The following provisions shall apply to the advance payment and the advance bank payment guarantee:

Following is the guidance for Dispute Resolution

- i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.



Bid Securing Declaration

Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: **P53111**

To: **Material Management (Peshawar Electric Supply Company (PESCO)), Assistant Manager Room # 310, PESCO HQ, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.



Contract Form

FORM OF CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made the [number] day of the month of [month], [year], between, on the one hand, [name of Procuring Agency or Recipient] (hereinafter called the “Procuring Agency”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Procuring Agency”) and, on the other hand, a Joint Venture consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Agency for all the Consultant’s obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the “Consultant”).]

WHEREAS

1. the Procuring Agency has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
2. the Consultant, having represented to the Procuring Agency that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
3. the Procuring Agency has received [or has applied for] a loan [or credit or grant] from the [Insert as appropriate:)] toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/credit/grant] to eligible payments under this Contract, it being understood that (i) payments will be made only at the request of the Procuring Agency; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/financing/grant] agreement, including prohibitions of withdrawal from the [loan/credit/grant] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import.

NOW THEREFORE the parties hereto hereby agree as follows:

The following documents attached hereto shall be deemed to form an integral part of this Contract:

- The General Conditions of Contract
- The Special Conditions of Contract;
- Appendices: Appendix
 - Terms of Reference Appendix
 - Key Experts Appendix
 - Remuneration Cost Estimates Appendix)
 - Reimbursable Cost Estimates Appendix
 - Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A;

Appendix B; Appendix C and Appendix D; and Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Agency and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Procuring Agency shall make payments to the Consultant 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 as of the day and year first above written.

For and on behalf of *[Name of Procuring Agency]*

[Authorized Representative of the Procuring Agency – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant *[insert the name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]



Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract

Number: Contract

Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.



Performance Guarantee Form

Performance Guarantee Form

To: **Material Management (Peshawar Electric Supply Company (PESCO)), Assistant Manager Room # 310, PESCO HQ, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

Scope of Work

Information (Read-Only)

See Form Under Additional Forms and Documents: **Scope of Work** (page number: 68)

EVALUATION CRITERIA & CONTRACT TERMS AND CONDITIONS

Information (Read-Only)

See Form Under Additional Forms and Documents: **EVALUATION CRITERIA & CONTRACT TERMS AND CONDITIONS** (page number: 73)

Bidder's Information Form

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Bidder's Information Form** (page number: 86)

Bidder's JV Form

Bidder participating as JV must also upload the JV as per Instruction In the Given in the Annexure under Evaluation Criteria & Contract Terms and Conditions

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Bidder's JV Form** (page number: 87)

Bidder's Experience

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Bidder's Experience** (page number: 88)

Bid Security Form

Information (Read-Only)

See Form Under Additional Forms and Documents: **Bid Security Form** (page number: 89)

Integrity Form

Bidder Must not disclose his offered price in the Integrity from
Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Integrity Form** (page number: 91)

Performance Guarantee Form

Information (Read-Only)

See Form Under Additional Forms and Documents: **Performance Guarantee Form** (page number: 95)

Price Schedule Form

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Price Schedule Form** (page number: 96)



Procurement Forms

Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 97)

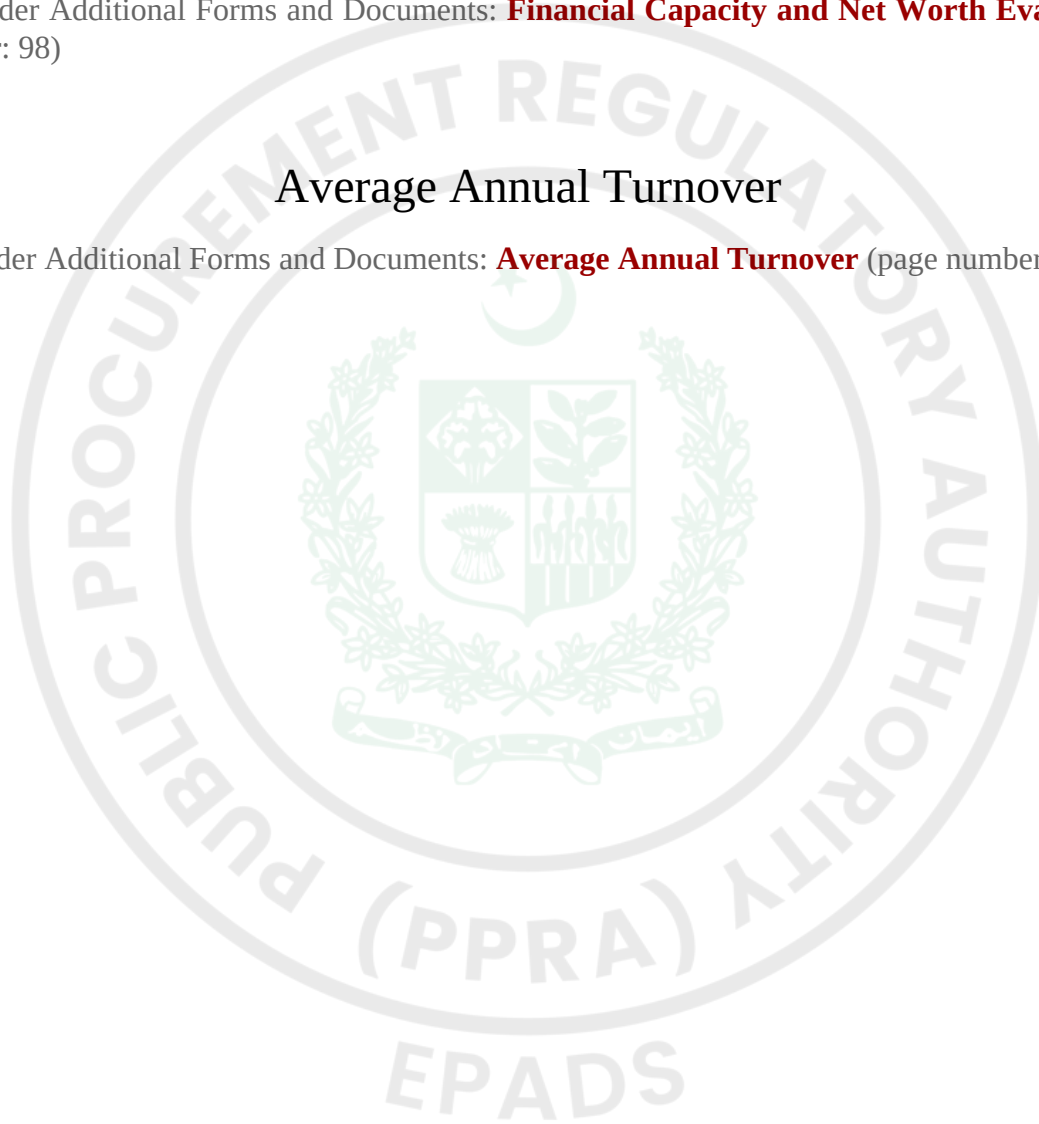
Financial Capacity and Net Worth Evaluation Form

Bidder Must Upload Audited Financial Statements for FY2022-23, FY 2023-2024 & FY 2024-2025.

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 98)

Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 100)







Additional Forms and Documents

PROPOSED TERMS OF REFERENCE (TORs) ENGAGEMENT OF INDEPENDENT THIRD-PARTY AUDITOR FOR AUDIT OF PESCO IT SYSTEMS

1. BACKGROUND

Peshawar Electric Supply Company (PESCO) manages mission-critical IT infrastructure supporting 3.7 million customers. These IT systems support billing, revenue, finance, HR, metering, and operations. These include:

- Integrated Billing System (IBS) provided by PITC,
- Oracle ERP (E-Business Suite), PESCO-owned Data Centers,
- Meter Data Management (MDM) for AMR meters,
- Hosting Facilities, and Enterprise Networking Infrastructure.

Currently, PESCO is at a digital crossroads: the Oracle ERP (E-Business Suite) implementation has remained in a protracted phase for more than a decade. Simultaneously, the stakeholders, especially IT department, faces a severe human resource crisis; following a 2025 rationalization, the department is operating with only 8 resources against a sanctioned strength of 43 (reduced from 81). PESCO requires a rigorous third-party audit to identify bottlenecks, ensure revenue assurance, and secure its digital assets.

PESCO seeks to engage an independent third-party auditor for a comprehensive ERP, Billing and related IT Systems Audit and report on implementation, security, controls, efficiency, compliance and risks.

2. OBJECTIVES OF THE AUDIT

The primary objectives of the IT Systems Audit are to:

- **Implementation Completeness:** Conduct a detailed "gap analysis" of the decade-long ERP project to provide a definitive roadmap for completion.
- **Revenue Assurance:** Validate the integrity of the Integrated Billing System (IBS) and PITC Meter Data Management (MDM) to prevent revenue leakage.
- **Forensic Integrity:** Detect unauthorized data modifications and evaluate the tamper-proof nature of system logs.
- **Infrastructure & DR Readiness:** Assess the capability of Data Centers, high availability and the viability of the Disaster Recovery (DR) site.
- **Operational Sustainability:** Perform an HR Need Analysis to determine the minimum viable technical team required, for each module, to sustain operations.
- **Assessment:** Assess the adequacy and effectiveness of IT deployments, controls, and security
- **Evaluate:** integrity, confidentiality, and availability of IT systems and data

- **Identify:** Identify control gaps, inefficiencies, and risks
- **Review:** Review ERP implementation, usage, licensing, and controls
- **Assess:** Assess data centers, networking, and disaster recovery preparedness
- **Provide:** Provide prioritized, actionable recommendations for ERP, Billing, Smart metering and related Infrastructure.

3. SCOPE OF AUDIT

The Audit shall cover the following areas:

3.1. Oracle ERP (E-Business Suite) – Functional & Compliance Audit

- **Gap Analysis:** Compare current state (Financials, MM, HRMS) against the original RFP and Project Control Book.
- **Customisation & Upgrade Path:** Audit customisations to determine if they deviate from standard Oracle best practices or prevent future version upgrades.
- **Licensing Audit:** Perform a "True-up" review of Oracle licenses to identify over-utilisation or financial risks. Report on Licensing compliance
- Configuration and workflow controls
- User access and SoD conflicts
- Data quality and reporting

3.2. Integrated Billing System (IBS) & MDM – Revenue & Forensic Audit

- **Tariff Logic Verification:** Recalculate billing samples to ensure absolute compliance with NEPRA/GoP-approved tariffs (Billing cycle and tariff controls).
- **Unauthorized Data Change Detection:** Verify if any billing parameters, customer records, or financial adjustments have been modified without a valid, logged authorisation.
- **Workflow & Bypass Review:** Audit the lifecycle of new connections, meter replacements, and adjustments to ensure no "backdoor" manual overrides exist
- Architecture and hosting arrangement
- User access controls
- Interfaces and data integrity
- Meter Data Management (MDM / AMR) Data acquisition and validation
- Integration with ERP
- Security and exception handling
- **MDM-IBS Integration:** Review data acquisition from AMR meters and the integrity of the interface with the IBS database.

3.3. IT Infrastructure, Cyber Security & DR

- **Performance Diagnostic:** Specifically diagnose any performance bottlenecks of devices, services efficiency on the Data Domain infrastructure.
- **Vulnerability Assessment:** Conduct VAPT (Vulnerability Assessment and Penetration Testing) on the IBS, ERP, and Network Perimeter.
- **DR Site Validation:** Review the Business Continuity Plan (BCP) and the physical/technical readiness of the DR site, currently in development.

3.4. IT Governance, Management & HR Need Analysis

- **Organisational Alignment:** Review IT policies, needs and SOPs to get them align with best practices/ frameworks. IT organization and skill-set availability, segregation of duties.

3.5 IT Infrastructure

- **Data Centres & Hosting Facilities**
 - Physical and environmental security
 - Server, storage, and backup controls
- **Network & Information Security**
 - Network architecture
 - Firewall and perimeter security
 - Vulnerability management
- **Business Continuity & Disaster Recovery**
 - Backup effectiveness
 - DR site readiness and testing

3.6 Detection of Unauthorized Data Changes

- Verification of capabilities in the applications to assess whether any billing or financial data has been altered without proper authorization.
- Identify possible security loopholes, privilege escalations, or weak controls that allow such changes.

3.7 Validation of Role-Based Access Controls

- Ensure that only authorized personnel have access to modify billing parameters, customer records, tariff structures, or financial adjustments.
- Availability of skill sets to review and test user roles, privileges, and audit trails within both the Billing and ERP systems.

3.9 Audit Trail and Change Log Verification

- Check whether solutions are capable to trace data modifications and are properly logged with timestamps, user IDs, and change reasons.
- Confirm that logs are tamper-proof and centrally monitored, without compromising the performance.

3.1.0 Functional Integrity of Billing Operations

- Validate that billing processes (meter readings, adjustments, disconnections, payments, etc.) follow approved workflows and controls.
- Detect any manual overrides or abnormal adjustments made outside standard procedures.

3.1.1 Compliance & Risk Assessment

- Ensure the system complies with NEPRA IT/OT security policies and regulatory requirements.
- Highlight risks that could lead to financial loss, fraud, or operational disruption.
- Compliance with GoP guidelines

4. Audit Methodology

The consultant/auditor is expected to follow these phases:

1. **Planning:** Documentation review (RFP, SLAs, Project Control Book).
2. **Fieldwork:** Discussion with stakeholders, PESCO/PITC/ERP implementation partners, and system walkthroughs.
3. **HR availability and need analysis**
4. **Testing:** Sampling of transactions in ERP and IBS to verify control effectiveness.
5. **Reporting:** Submission of Draft and Final Audit Reports with risk rating.

5. Expected Deliverables

- **Inception Report:** Detailed audit plan and timeline.
- **Gap Analysis Report:** Specific list of missing functionalities in ERP vs. the RFP.
- **Vulnerability Assessment Report:** Security flaws in Infrastructure and IBS.
- **Final Audit Report:** Comprehensive findings with executive summary and prioritized recommendations.

6. Consultant Qualifications

- Must be a firm with recognized certifications (e.g., ISO 27001, CISA).
- Proven experience in auditing Oracle E-Business Suite and large-scale Utility Billing systems.
- Familiarity with the Power Sector of Pakistan and PITC / Billing systems is highly desirable.

7. TIMELINES

Following are to be submitted:

- Inception Report (Audit Plan, Scope confirmation, timelines, information requirements)
- Draft Audit Report (Module / System wise findings, Risk ratings (High/Medium/Low), Root cause analysis and Impact assessment.
- Final IT Audit Report with management responses, and way forward.
- Executive presentation to Audit & Finance Committee

The total duration of the audit shall be __ weeks from commencement.

8. ELIGIBILITY & QUALIFICATION

- **Firm Credentials:** Must be a recognised firm with experience in large-scale utility audits (3M+ customers) and Oracle ERP environments.
- **Team Certifications:** The lead auditor and team must hold CISA, CISSP, and/or CISM certifications.
- **Local Knowledge:** Familiarity with Pakistan's Power Sector regulatory framework (NEPRA/PITC) is highly desirable.

9. REPORTING

The auditor shall report to the Chief Executive Officer, PESCO and the Audit & Finance Committee of the Board.

10. ADMINISTRATIVE & LEGAL

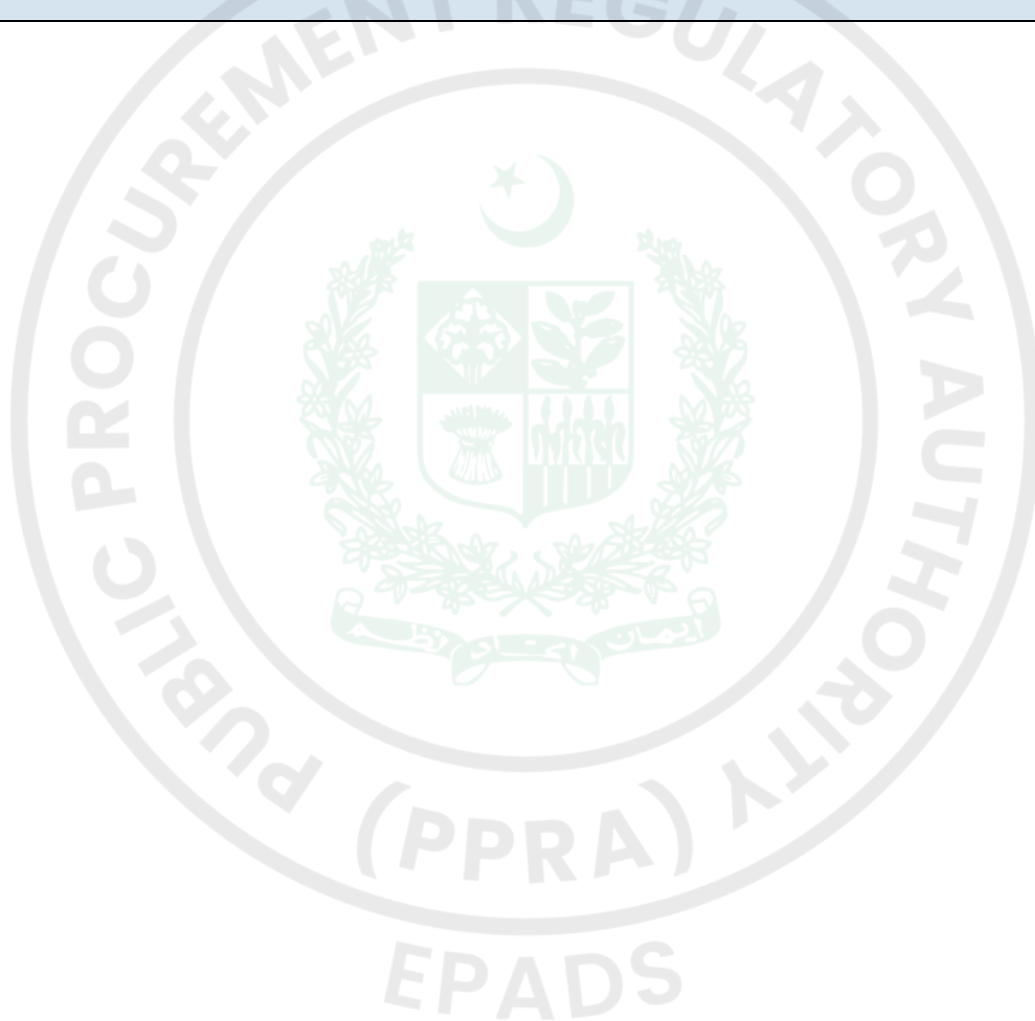
- **Reporting Line:** To ensure independence, the Auditor shall report directly to the **Chief Executive Officer (CEO)** and the **Audit & Finance Committee of the PESCO Board**.
- **Confidentiality:** All data accessed is mission-critical; the firm shall sign a Non-Disclosure Agreement (NDA) as part of the contract.

PESHAWAR ELECTRIC SUPPLY COMPANY (PESCO)

Independent Third-Party IT Systems Audit

EVALUATION CRITERIA & CONTRACT TERMS AND CONDITIONS

Procurement Method: Consultancy Services (QCBS) — Single Stage, Two Envelope
PPRA Public Procurement Rules, 2004 | Contract Act, 1872



PART I — EVALUATION CRITERIA

This document governs the procurement of an Independent Third-Party IT Systems Auditor for PESCO's three IT modules: Oracle ERP (E-Business Suite), Integrated Billing System (IBS / MDM), and IT Infrastructure. The procurement is conducted under PPRA Public Procurement Rules, 2004 using Consultancy Services — Quality and Cost Based Selection (QCBS), Single Stage Two Envelope procedure.

ELIGIBILITY CRITERIA	
Pass / Fail — bids not meeting ALL criteria shall be rejected without technical evaluation	
1.	Firm must be registered with the Federal Board of Revenue (FBR) and appear on the Active Taxpayers List (ATL) for both Income Tax and Sales Tax.
2.	Certificate of Incorporation / Registration with SECP, or Registration Certificate with Registrar of Firms (for partnerships).
3.	Duly attested affidavit (on stamp paper) confirming the firm is not blacklisted by any Government or semi-Government organization, regulatory body, or international institution.
4.	The firm must not be under investigation for fraud, tax evasion, money laundering, or any criminal offence. A signed Undertaking to this effect is required.
5.	The firm must have no financial, business, or employment relationship with PESCO or any of its key officials during the preceding 3 years. A Conflict of Interest Declaration must be submitted.
6.	The Lead IT Auditor / Team Leader must hold a valid and active CISA (Certified Information Systems Auditor) certification issued by ISACA, with active as of 30 June 2026 (i.e., the certification must be valid). Bids without a valid and active CISA certificate shall be rejected at the eligibility stage without technical evaluation.
7.	The firm must have a minimum of 5 (five) years of verifiable experience in conducting IT audits, consistent with the scoring bands in Section A of the Technical Evaluation Criteria. Proof of experience must be submitted in the form of completion certificates, client reference letters, or contract copies.
8.	The firm must have conducted at least one (1) IT Audit of a Utility Company (power, gas, water, or telecoms etc.). Documentary evidence — completion certificate or client reference letter — is mandatory. Bids failing this criterion shall be rejected.
9.	The Lead IT Auditor / Team Leader must have personally conducted at least one (1) IT Audit of a Utility Company. A CV supported by documentary evidence (completion certificate or client reference letter identifying the Team Leader's role) is mandatory. Bids failing this criterion shall be rejected.
10.	The firm must demonstrate proven experience in auditing Oracle E-Business Suite and large-scale utility billing systems, per TOR Section 6 and Section 8. Documentary evidence — completion certificates, client reference letters, or contract copies specifically identifying Oracle E-Business Suite and billing system audit work — is mandatory. Bids failing this criterion shall be rejected at the eligibility stage without technical evaluation.
11.	The firm must submit Employment Proof (appointment letter, employment contract, or employer-certified engagement letter) for all proposed Key Personnel confirming their availability for the full duration of this assignment.
12.	The firm must sign a Non-Disclosure Agreement (NDA) as part of the contract, given the mission-critical nature of PESCO's IT systems and data, per TOR Section 10.
13.	Employment Proof for all proposed Key Personnel (appointment letter, employment contract, or employer-certified engagement letter) confirming their availability for the full 4-month duration of this assignment (mandatory eligibility requirement).

14.	CVs of all proposed Key Personnel (1 Team Leader + 3 Module Specialists), clearly indicating qualifications, certifications (with active status as of 30 June 2026), and years of relevant experience.
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EXPECTED OUTCOMES & DELIVERABLES

Per TOR Sections 5 & 7

#	Deliverable	Description
1.	Inception Report	Detailed audit plan, scope confirmation, timelines, and information requirements — per TOR Section 5 & Section 7. Submitted at commencement of engagement.
2.	Gap Analysis Report	Specific list of missing functionalities / module(s) in Oracle ERP (E-Business Suite) against the original RFP and Project Control Book, with a definitive roadmap for completion — per TOR Section 5 and Section 3.1.
3.	Vulnerability Assessment Report	Security flaws identified in IT Infrastructure, IBS, ERP, and Network Perimeter through VAPT (Vulnerability Assessment and Penetration Testing) — per TOR Section 5 and Section 3.3.
4.	Draft Audit Report	Module/System-wise findings, risk ratings (High/Medium/Low), root cause analysis, impact assessment and recommendation to fulfill the shortfall — per TOR Section 7. Submitted for Management review and written response.
5.	Final IT Audit Report	Comprehensive findings covering all audit areas with Executive Summary, prioritized actionable recommendations for full-fledged implementation of key modules to benefit PESCO, Management responses, and way forward — per TOR Section 5 and Section 7.
6.	Executive Presentation	Formal presentation of audit findings and recommendations to the Chief Executive Officer (CEO), PESCO — per TOR Section 7.
<i>Note: All deliverables must follow risk rating classification — High / Medium / Low (TOR Section 7). Audit frameworks referenced: COBIT, ISO/IEC 27001, NIST Cybersecurity Framework, and ISACA IT Audit Standards.</i>		

TECHNICAL EVALUATION CRITERIA — Total: 100 Marks

Sub-Criteria	Marks
A. Firm's Relevant Experience [Section Total: 25]	
A1. Years of Experience in IT Audit (select highest applicable band)	
5 – 9 years of verifiable IT audit experience	10
10 – 14 years of verifiable IT audit experience	15
15 or more years of verifiable IT audit experience	20
A2. Completed IT Audit Assignments in the last 3 years (documentary evidence required)	
1 – 2 completed assignments	2
3 – 4 completed assignments	3
5 or more completed assignments	5
<i>Documentary Evidence Required: Completion certificates, client reference letters, or contract copies. Self-declarations will not be accepted.</i>	—

Section A Total	25
B. Qualifications & Competence of Key Personnel [Section Total: 35]	
<i>Required Team Structure: 1 Team Leader / Lead IT Auditor + 3 Key Personnel (1 per module: ERP, Billing/IBS, IT Infrastructure). All certifications must be active as of 30 June 2026. Employment Proof for all Key Personnel is a mandatory eligibility requirement.</i>	
B1. Team Leader / Lead IT Auditor (max 15 marks)	
<i>Valid and active CISA certification issued by ISACA, active as of 30 June 2026 (mandatory — verified at Eligibility stage; not re-scored here)</i>	—
Additional certification beyond CISA: CISSP or CISM (4 marks, max one counted)	4
Post-graduate degree in IT / CS / MIS / Engineering / related field	4
5 – 7 years of relevant IT audit experience in Team Leader role	3
7 – 10 years of relevant IT audit experience in Team Leader role	5
10 or more years of relevant IT audit experience in Team Leader role	7
<i>Maximum 15 marks under B1. Experience scored on highest applicable band only (not cumulative).</i>	
B2. Key Personnel — Module Specialists (03 Specialists: one each for ERP, Billing/IBS, and IT Infrastructure) (max 15 marks)	
<i>Note: Each Key Personnel must hold at least one active certification relevant to their assigned module (active as of 30 June 2026). Employment Proof for each Key Personnel is mandatory (eligibility requirement).</i>	
ERP Specialist: Certification in Oracle E-Business Suite and optionally CISA, CISM, or equivalent	3
Billing/IBS Specialist: Certification in relevant Oracle platforms like: 1. Oracle Utilities CC&B functional fundamentals 2. CC&B technical/developer training 3. Oracle Database SQL and PL/SQL certification/training 4. Oracle Integration / REST APIs / OCI etc. or 5. Experience in PITC Billing system (IBS) architecture.	3
IT Infrastructure Specialist: CISA, CISSP, CEH, ISO 27001 Lead Auditor, or equivalent	3
Each Key Personnel: post-graduate degree in IT / CS / Engineering or related field (max 3 specialists × 2 marks each)	up to 6
B3. Additional / Bonus Certifications — Team-Wide (max 5 marks)	
<i>These certifications are not named in the TOR. They are scored as additional credit and must not be treated as mandatory requirements. A certification already claimed under Section B2 (as a module specialist qualifying certification) shall not also be claimed under B3. Each certification may be counted only once across the entire Section B evaluation.</i>	
ISO 27001 Lead Auditor (firm-level certification named in TOR Section 6)	2
CRISC (Certified in Risk and Information Systems Control)	1
ITIL (IT Infrastructure Library)	1
CEH (Certified Ethical Hacker)	2

<i>Maximum 5 marks under B3 regardless of total certifications held. Each certification counted once per firm and only if not already claimed under Section B2.</i>	
Section B Total	35
C. Methodology & Work Plan [Section Total: 30]	
<i>Minimum qualifying score for this section: 15 out of 30. Bids scoring below 15 in Section C will not proceed to financial evaluation regardless of overall score. This minimum is a mandatory qualifying threshold equivalent to an eligibility requirement: bids failing to achieve 15 marks in Section C shall be treated as technically non-responsive and their financial proposals returned unopened.</i>	
C1. Demonstrated understanding of PESCO's IT environment and all TOR-named audit objectives: Gap Analysis (ERP), Revenue Assurance (IBS/MDM), Forensic Integrity (unauthorized data changes), Infrastructure & DR Readiness, and Operational Sustainability (HR Need Analysis)	5
C2. Proposed audit methodology mapped to PESCO's 5-phase approach (TOR Section 4): Planning, Fieldwork, HR Availability & Need Analysis, Testing, Reporting — including frameworks (COBIT, ISO 27001, NIST, ISACA), VAPT approach, Oracle Licensing True-up review (TOR 3.1), and detection of unauthorized data changes (TOR 3.6)	12
C3. Staffing Plan — clearly identifying which Expert/Key Personnel are required in each module (ERP, Billing/IBS, and IT Infrastructure), with staff allocation per phase and a Gantt chart or equivalent phased timeline and deliverables schedule.	8
C4. Reporting approach: Draft Report → Management Response period → Final Report → Executive Presentation to CEO PESCO — risk rating system defined (High/Medium/Low)	5
Section C Total	30
D. Financial Capacity of the Firm [Section Total: 10]	
<i>Minimum Average Annual Turnover threshold: PKR 150 Million for the last 3 years, as evidenced by audited financial statements. Firms meeting this threshold are awarded the full 6 marks under D1. Firms falling below this threshold shall score 0 marks under D1 but shall not be disqualified solely on this basis; their bid will proceed to evaluation with D1 = 0. However, where a firm's average annual turnover is less than PKR 50 Million, PESCO reserves the right to assess financial capacity as insufficient for contract performance and may request additional evidence of financial standing.</i>	
D1. Average annual turnover for last 3 years (as per audited financial statements): PKR 150 Million or above	6
D2. Valid tax registration (NTN, ATL) and no outstanding financial litigation or debarment	4
Section D Total	10
TOTAL TECHNICAL SCORE (Note: Sections A+B+C+D)	100
<i>Note: Section B total of 35 marks (B1 max 15 + B2 max 15 + B3 max 5) is capped at 35. The grand technical total is 100 marks (A25+B35+C30+D10). Utility/Power Sector experience is a mandatory Pass/Fail Eligibility Criterion and is not re-scored in Section A.</i>	

SUMMARY SCORE SHEET		
#	Evaluation Category	Max Marks
A	Firm's Relevant Experience (Utility experience is mandatory eligibility — not scored)	25
B	Qualifications & Competence of Key Personnel (Team Leader + 3 Key Personnel + bonus certs)	35
C	Methodology, Work Plan & Staffing Plan	30

D	Financial Capacity of the Firm (Min. PKR 150M average annual turnover)	10
	TOTAL TECHNICAL SCORE	100

QCBS FINAL SCORE FORMULA (PPRA Standard)

$$\text{Final Score} = (\text{Technical Score} \times 0.70) + (\text{Financial Score} \times 0.30)$$

Where: Financial Score = (Lowest Bid Price ÷ Firm's Bid Price) × 100 × 0.30

The firm with the highest combined Final Score is awarded the contract.

▲ QUALIFYING THRESHOLDS — both conditions must be met to proceed to financial evaluation:

(1) Minimum overall Technical Score: 60 out of 100

Financial bids of firms not meeting above thresholds will be returned unopened.

JOINT VENTURE / CONSORTIUM RULES

JOINT VENTURE / CONSORTIUM RULES

As per PPRA Rules 2004 and Project Requirements

In order to encourage the widest possible competition and to allow firms to combine complementary expertise in ERP audit, Billing/IBS audit, and IT Infrastructure audit, Joint Venture (JV) or Consortium arrangements are permitted under this procurement, subject to the following conditions derived from the PPRA Public Procurement Rules, 2004 and the specific requirements of this assignment:

- 1. Permissibility** — A maximum of three (3) firms may form a JV/Consortium. No sub-contracting to a fourth party is permitted without PESCO's prior written consent. Each member of the JV/Consortium must be a legally registered entity in Pakistan or its jurisdiction of incorporation.
- 2. Lead Member / Prime Firm** — The JV/Consortium must designate one Lead Member (Prime Firm), who shall be the single point of contact with PESCO, shall sign all correspondence and the contract, and shall be jointly and severally liable with all other members for the full performance of the contract.
- 3. JV Agreement** — A duly signed and notarized JV Agreement (or Memorandum of Understanding) must be submitted with the bid, clearly stating: (a) roles, responsibilities, and scope allocation of each member firm; (b) the participation share of each member, which must total exactly 100% across all members, with no individual member holding less than 25% share; (c) confirmation that the Lead Member holds at least 40% share; (d) where three members form the JV, the remaining 60% shall be distributed among the other two members such that each holds a minimum of 20%, provided the total of all shares equals 100%; and (e) that the JV Agreement shall be binding until contract completion and performance guarantee release.
- 4. Eligibility Criteria — Combined** — Eligibility criteria 1 through 4 (FBR/ATL, non-blacklisting, no investigation, conflict of interest) apply to EACH member of the JV/Consortium individually. Each member must submit separate declarations.
- 5. Mandatory Eligibility — Utility Audit Criterion** — The CISA certification requirement (Eligibility Criterion 5), the Utility Audit requirement for the firm (Criterion 7), and the Utility Audit requirement for the Lead IT Auditor (Criterion 8) must be met by the JV/Consortium as a whole: the Lead Member or one designated member must satisfy Criterion 7 and provide the qualified Lead IT Auditor satisfying Criteria 5 and 8.
- 6. Key Personnel — Employment Proof** — Employment Proof (Criterion 10) is required for all Key Personnel regardless of which JV member employs them. A Key Personnel cannot be shared across two or more JV members' capacity claims.
- 7. Technical Evaluation — Combined** — For technical scoring purposes, the combined experience and qualifications of all JV/Consortium members shall be assessed together. Section A (Firm Experience) and Section D (Financial Capacity) shall be evaluated on the combined / aggregated

credentials of all members. Average Annual Turnover of PKR 150 Million applies to the combined turnover of all JV members.

8. Staffing Plan Requirement — The Staffing Plan (Section C3) submitted by a JV/Consortium must clearly identify which firm and which Key Personnel will lead each module (ERP, Billing/IBS, IT Infrastructure), and the basis for such allocation.

9. Financial Proposal — Single Bid — The JV/Consortium shall submit a single Financial Proposal through the Lead Member. Separate financial proposals from individual JV members shall not be accepted.

10. Performance Guarantee & Contract — The Performance Guarantee shall be submitted by the Lead Member on behalf of the entire JV/Consortium. The contract shall be signed by the Lead Member and all other members shall countersign or issue powers of attorney to the Lead Member.

11. Change in JV Composition — No change in the membership or structure of the JV/Consortium shall be permitted after bid submission without PESCO's prior written approval. Unauthorized changes shall render the bid or contract liable to rejection or termination.

12. PPRA Compliance — All JV/Consortium arrangements are subject to Rule 12 and other applicable provisions of the PPRA Public Procurement Rules, 2004, and PESCO's internal procurement policy. PESCO reserves the right to verify the authenticity of the JV Agreement and the individual eligibility of each member at any stage of the procurement process.



PART II — CONTRACT TERMS AND CONDITIONS

The following terms and conditions shall form an integral part of the contract to be signed with the successful Consultant for the Independent Third-Party IT System Audit of PESCO's ERP, Billing/IBS, and IT Infrastructure modules.

1. PAYMENT TERMS AND CONDITIONS	
1.1 Currency of Payment	All payments under this contract shall be made in Pakistani Rupees (PKR) only, through crossed cheque or direct bank transfer to the Consultant's declared bank account. No payment shall be made in foreign currency.
1.2 Mode of Payment	Payments shall be released strictly on a milestone basis against satisfactory completion and formal acceptance of each deliverable, as detailed in Section 3 (Milestone-Wise Payment Schedule). No advance payment shall be made except as specifically provided in Clause 1.3 below.
1.3 Mobilization Advance	An advance of up to 10% of the total contract value shall be released against submission of an unconditional Bank Guarantee of equal value from a scheduled bank operating in Pakistan, valid for the duration of the contract plus 60 days. The advance shall be adjusted proportionately against subsequent milestone payments until fully recovered.
1.4 Taxes and Deductions	All payments shall be subject to deduction of Withholding Income Tax under Section 153 of the Income Tax Ordinance, 2001, and Sales Tax on Services / Provincial Sales Tax on Services (KPRA), as applicable, at the rates prevailing at the time of payment. The Consultant shall be solely responsible for compliance with all applicable tax laws and shall provide a valid NTN and active taxpayer status throughout the contract period.
1.5 Payment Processing Timeline	PESCO shall process each milestone payment within 30 (thirty) working days of: (i) receipt of the Consultant's invoice, and (ii) formal written acceptance of the relevant deliverable by the Deliverable Review Committee or its designated representative, whichever is later. Delay beyond 30 working days, where not attributable to the Consultant, shall entitle the Consultant to claim simple delayed-payment compensation at the rate of KIBOR (1-month) plus two percent (2%) per annum, calculated on a simple interest basis on the overdue amount for the period of delay, subject to availability of budgetary funds.
2. VERIFICATION MECHANISM FOR ACCEPTANCE OF CONSULTANT'S WORK	
2.1 Review and Acceptance Committee	PESCO shall constitute a Deliverable Review Committee. This Committee shall be responsible for reviewing each deliverable submitted by the Consultant against the approved TORs and certifying its acceptance or rejection.
2.2 Submission and Review Process	The Consultant shall submit each deliverable in both hard copy and electronic (PDF/Word) format. The Review Committee shall examine the submitted deliverable within 10 (ten) working days of receipt. The Committee shall either: (a) issue a Certificate of Acceptance, (b) issue a list of Observations / Required Revisions with a defined response period of not less than 7 working days, or (c) reject the deliverable as substantially non-compliant with the TORs. Where revisions are required, the Consultant shall resubmit the corrected deliverable within the stipulated period. The 10-working-day review clock restarts upon each resubmission.
2.3 Acceptance Criteria	A deliverable shall be deemed accepted only upon written Certificate of Acceptance issued by the Review Committee, confirming that: (a) the deliverable conforms to the scope, content, and quality standards specified in the TORs; (b) all findings are supported by adequate evidence, working papers, and risk ratings

	(High/Medium/Low) as specified; (c) audit methodology applied is consistent with the frameworks (COBIT, ISO 27001, NIST, ISACA Standards) committed to in the Consultant's Technical Proposal; and (d) Management responses, where applicable, have been incorporated or addressed.
2.4 Deemed Acceptance	In the event the Review Committee fails to communicate its decision (acceptance, observations, or rejection) within 15 working days of submission, and no request for extension has been made in writing, the deliverable shall be deemed provisionally accepted for payment purposes only, without prejudice to PESCO's right to raise substantive observations at a later stage prior to issuance of the Final Audit Report. For avoidance of doubt, the 10-working-day review period under Clause 2.2 is a target timeline for PESCO's internal review process. The deemed acceptance clock under this Clause 2.4 runs from the date of submission and supersedes the 10-day target: a deliverable becomes provisionally deemed accepted only upon expiry of the full 15 working days without communication, and not merely upon expiry of the 10-day review window.

3. MILESTONE-WISE PAYMENT SCHEDULE

#	Milestone / Deliverable	Trigger for Payment	% of Contract Value
1.	Inception Report	Acceptance of Inception Report (audit plan, scope confirmation, timelines) by the Review Committee	15%
2.	Gap Analysis Report	Acceptance of the ERP Gap Analysis Report against the original RFP / Project Control Book and Application controls and workflow analysis of IBS.	20%
3.	Vulnerability Assessment Report	Acceptance of the VAPT findings on IBS, ERP, and Network Perimeter	20%
4.	Draft Audit Report	Submission and acceptance of the Module/System-wise Draft Audit Report with risk ratings, root cause analysis, and impact assessment	20%
5.	Final IT Audit Report & Executive Presentation	Acceptance of the Final IT Audit Report incorporating Management responses, and delivery of the Executive Presentation to the CEO, PESCO	25%
TOTAL CONTRACT VALUE			100%
<i>Note: 10% mobilization advance (if claimed under Clause 1.3) shall be adjusted proportionately from Milestones 1 through 5. No milestone payment shall be processed until the immediately preceding milestone has been formally accepted, except where PESCO permits parallel work on subsequent phases at its sole discretion.</i>			

4. PRICE SCHEDULE FORMAT (to be submitted in the Financial Proposal)				
#	Description of Service / Deliverable	Man-Days	Rate per Man-Day (PKR)	Amount (PKR)
1.	Professional Fee — Team Leader / Lead IT Auditor	[]	[]	[]
2.	Professional Fee — Key Personnel: ERP Specialist	[]	[]	[]
3.	Professional Fee — Key Personnel: Billing/IBS Specialist	[]	[]	[]
4.	Professional Fee — Key Personnel: IT Infrastructure Specialist	[]	[]	[]
5.	Professional Fee — Supporting Audit Staff	[]	[]	[]
6.	VAPT Tools, Licenses & Technical Resources	—	—	[]
7.	Travel, Boarding & Lodging (Peshawar-based fieldwork)	—	—	[]
8.	Management, Report Production, Printing & Presentation Material	—	—	[]
Sub-Total (Professional Fee + Expenses)				[]
General Sales Tax / Provincial Sales Tax on Services (KPRA), as applicable				[]
GRAND TOTAL (Inclusive of all Taxes)				[]
<i>Note: Prices shall be quoted in Pakistani Rupees (PKR) only, on a Fixed Lump-Sum basis inclusive of all professional fees, taxes, travel, and incidental expenses, valid for the bid validity period stated in the Bid Data Sheet. No price escalation shall be permitted during the contract period except as provided under Force Majeure.</i>				

5. CONTRACT DURATION AND COMPLETION TIMELINE		
Phase	Activity	Timeline (from Contract Effective Date)
1	Mobilization & submission of Inception Report (audit plan, scope confirmation, information requirements)	Within 2 weeks (Weeks 1–2)
2	Fieldwork: Oracle ERP Gap Analysis, IBS/MDM Revenue & Forensic Audit, IT Infrastructure & VAPT	Weeks 3 – 10
3	HR Availability & Need Analysis; Testing — sampling of ERP/IBS transactions	Weeks 9 – 12
4	Submission of Draft Audit (Recommendation) Report with risk ratings, root cause analysis & impact assessment	Week 13
5	Management Response period	Weeks 14 – 15
6	Submission of Final IT Audit Report, way forward & Executive Presentation to CEO, PESCO	Week 16
TOTAL CONTRACT DURATION		16 Weeks (4 Months)

This 16-week (4-month) timeline is the contract duration. Any extension of time shall require written approval of the competent authority and shall not, by itself, entitle the Consultant to additional payment unless the delay is attributable to PESCO.

6. REQUIRED DOCUMENTS FROM THE BIDDER

6.1 Eligibility / Legal Documents

1. Valid NTN Certificate and Active Taxpayer List (ATL) status printout — Income Tax and Sales Tax (FBR).
2. Certificate of Incorporation / Registration with SECP, or Registration Certificate with Registrar of Firms (for partnerships).
3. Affidavit on non-judicial stamp paper, duly attested by Notary Public, confirming the firm is not blacklisted by any Government / semi-Government / regulatory / international body.
4. Conflict of Interest Declaration confirming no financial, business, or employment relationship with PESCO or its key officials in the preceding 3 years.
5. Power of Attorney / Board Resolution authorizing the signatory to bind the firm.
6. Original Pay Order / Bank Draft / Bank Guarantee for Bid Security (PKR 500,000) in favor of PESCO.
7. For Joint Venture / Consortium: Duly signed and notarized JV Agreement clearly stating roles, responsibilities, participation shares, and confirming joint and several liability — per JV Rules Section of this document.

6.2 Technical / Qualification Documents

1. Valid and active CISA certificate of the proposed Lead IT Auditor / Team Leader, issued by ISACA, active as of 30 June 2026 (mandatory eligibility requirement).
2. Documentary evidence of at least one (1) IT Audit of a Utility Company conducted by the firm — completion certificate or client reference letter identifying the firm's role (mandatory eligibility requirement).
3. Documentary evidence of at least one (1) IT Audit of a Utility Company conducted by the Lead IT Auditor / Team Leader — completion certificate or client reference letter identifying the Team Leader's role (mandatory eligibility requirement).
4. Employment Proof for all proposed Key Personnel (appointment letter, employment contract, or employer-certified engagement letter) confirming their availability for the full 4-month duration of this assignment (mandatory eligibility requirement).
5. Documentary evidence of firm's relevant IT audit experience (minimum 5 years): completion certificates, client reference letters, or contract copies.
6. Technical Proposal comprising: Understanding of TOR, Proposed Methodology & Frameworks, Staffing Plan (identifying which Key Personnel are required for each module: ERP, Billing/IBS, IT Infrastructure), Work Plan / Gantt Chart, recommendations, way forward and Reporting Approach.

6.3 Financial Documents

1. Audited Financial Statements for the last 3 years, signed by a Chartered Accountant firm. Average Annual Turnover must be PKR 150 Million or above.
2. Financial Proposal in the prescribed Price Schedule Format (Section 4 of this document), submitted in a separately sealed envelope (Two-Envelope Procedure).

6.4 Post-Award Documents (within 7 days of Letter of Acceptance)

1.	Performance Guarantee equal to 10% of the contract value, in the form of an unconditional Bank Guarantee from a scheduled bank, valid until 90 days after the contract completion date.
2.	Signed Non-Disclosure Agreement (NDA) as required under TOR Section 10.
3.	Integrity Pact, duly signed and witnessed, as required under the Public Procurement Rules, 2004.

7. PENALTY / LIQUIDATED DAMAGES AND TERMINATION CONDITIONS

7.1 Liquidated Damages for Delay	In the event the Consultant fails to deliver any milestone specified in Section 3 within the timeline specified in Section 5 (16-week / 4-month contract), without a valid and PESCO-approved extension, PESCO shall be entitled to deduct Liquidated Damages at the rate of 0.1% (zero point one percent) of the total contract value per day of delay, subject to a maximum cap of 10% (ten percent) of the total contract value. This rate reflects a reasonable pre-estimate of loss as contemplated under Section 74 of the Contract Act, 1872, and is not punitive in nature.
7.2 Quality-Related Deductions	Where a deliverable is rejected by the Review Committee as substantially non-compliant with the TORs after two revision cycles (Clause 2.2), PESCO may, at its discretion, withhold the corresponding milestone payment in full until the deliverable is brought to an acceptable standard, without prejudice to PESCO's right to terminate the contract under Clause 7.4.
7.3 Performance Guarantee Encashment	PESCO shall be entitled to encash the Performance Guarantee (Clause 6.4) in full or in part, in the event of: (i) termination of the contract due to Consultant default under Clause 7.4; (ii) the Consultant's failure to remedy a material breach within 15 days of written notice; or (iii) any act of fraud, collusion, or corrupt practice established against the Consultant in connection with this contract.
7.4 Termination for Default	PESCO may terminate the contract, in whole or in part, by written notice to the Consultant, if the Consultant: (a) fails to deliver any milestone within the cumulative delay cap of 100 days (at which point the 10% Liquidated Damages cap is reached) without PESCO's written extension; (b) becomes insolvent, bankrupt, or enters into liquidation; (c) is found to have made a material misrepresentation in its bid, including false claims regarding certifications, experience, or eligibility; (d) engages in fraud, corruption, coercion, collusion, or any corrupt or unethical practice; or (e) sub-contracts the assignment, in whole or in part, without PESCO's prior written consent.
7.5 Termination for Convenience	PESCO may, for its own convenience, terminate the contract by giving the Consultant not less than 30 days' written notice. In such an event, the Consultant shall be paid for deliverables satisfactorily completed and formally accepted up to the date of termination, on a pro-rata basis, and no further claim for loss of anticipated profit shall be entertained.
7.6 Blacklisting	In addition to the remedies above, PESCO reserves the right to recommend the Consultant for blacklisting by the Public Procurement Regulatory Authority (PPRA) in cases of established fraud, corrupt practice, or persistent and material non-performance, in accordance with Rule 21 of the Public Procurement Rules, 2004.
7.7 Dispute Resolution	Any dispute arising out of or in connection with this contract shall first be referred to amicable settlement between PESCO's authorized representative and an authorized representative of the Consultant. If unresolved within 30 days, the

dispute shall be referred to arbitration under the Arbitration Act, 1940, with the seat of arbitration at Peshawar. The contract shall be governed by the laws of the Islamic Republic of Pakistan, and the Courts at Peshawar shall have exclusive jurisdiction.

PESHAWAR ELECTRIC SUPPLY COMPANY (PESCO)

Independent Third-Party IT Systems Audit — ERP | Billing/IBS | IT Infrastructure
PPRA Public Procurement Rules, 2004 | Contract Act, 1872



FORM 1: BIDDER INFORMATION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: _____.

Tender No.: _____.

Page _____ of _____ pages

1. Bidder's Name [M/s. _____]
2. In case of JV, legal name of each member: [_____ _____]
3. Bidder's actual or intended country of registration: [_____]
4. Bidder's year of registration: [_____]
5. Bidder's Address in country of registration: [_____ _____]
6. Bidder's Authorized Representative Information Name: [_____] Address: [_____] Telephone/Fax numbers: [_____] Email Address: [_____]
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4. ☐ Establishing that the Bidder is not under the supervision of the Procuring Agency

Stamp & Signature of Bidder

FORM 2: BIDDER'S JV MEMBERS INFORMATION FORM (If applicable)

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture].

Date: _____.

Tender No.: _____.

Page _____ of _____ pages

1. Bidder's Name: [_____]
2. Bidder's JV Member's name: [_____]
3. Bidder's JV Member's country of registration: [_____]
4. Bidder's JV Member's year of registration: [_____]
5. Bidder's JV Member's legal address in country of registration: [_____ _____]
6. Bidder's JV Member's authorized representative information Name: [_____]_____ Address: [_____]_____ Telephone/Fax numbers: [_____]_____ Email Address: [_____]_____
7. Attached are copies of original documents of [check the box(es) of the attached original documents] ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.

Stamp & Signature of Bidder

FORM 5: BIDDER'S EXPERIENCE FORM

Date: _____.

Tender No.: _____.

[illegible]

Note:

The above information must be provided by each member of JV / Consortium. (if applicable)

Stamp & Signature of Bidder

FORM 8: BID SECURITY FORM (Bank Guarantee)

(Original Bid Security Instrument MUST be submitted in the office of Manager (MM) PESCO before the online submission deadline of the bid, otherwise respective bid shall not be opened)

[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: Chief Executive Officer PESCO

Tender No. _____

Amount (PKR): _____ (in words _____)

Issue Date: _____

Expiry Date: _____

BID SECURITY No.: _____

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date]* (hereinafter called "the Bid") for the execution of *[insert name of contract]* under Notice for Invitation of Tender No. *[insert NIT number]*

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* *[insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the *Purchaser* during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.
- (c) does not accept the corrections of errors in accordance with ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) **twenty eight (28) days** after the expiration of the Bidder's bid.

Consequently, we must receive any demand for payment under this guarantee at the office on or before that date.

Name _____

In the capacity of _____

Duly authorized to sign the Bid _____

Security for and on behalf of _____

Signed _____

Date _____



INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: _____

Contract Value: _____

Contract Title: _____

Dated: _____

[Name of Supplier _____] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier _____] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

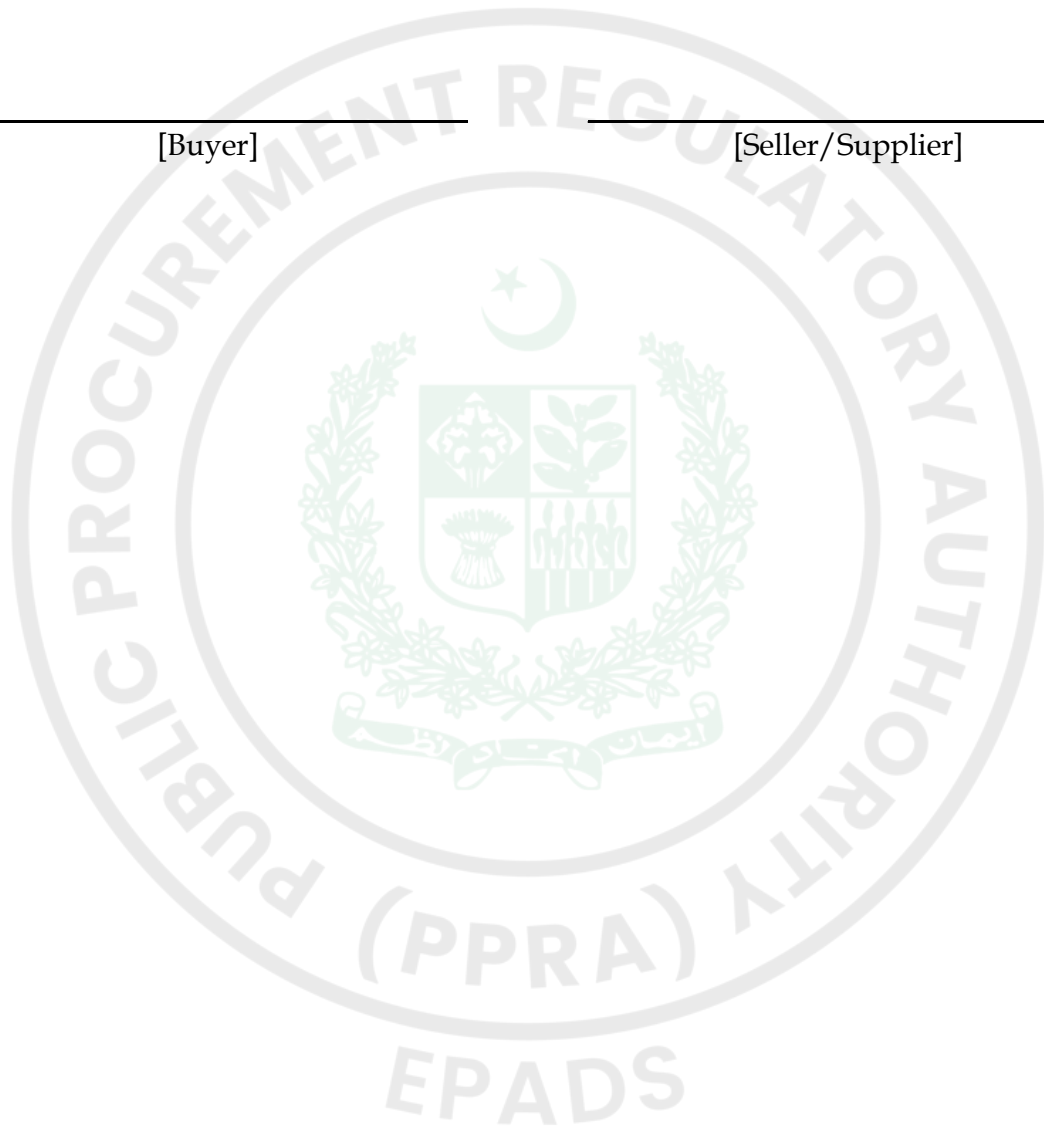
[Name of Supplier _____] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier _____] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier _____] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier _____] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

[Buyer]

[Seller/Supplier]



DECLARATION OF BENEFICIAL OWNERSHIP FORM

**(AS PER PPRA REGULATION No.1(1)/PPRA Scctt./PPRA/2022 DATED. 02.06.2022)
(FOR CONTRACT WORTH Rs. 50 MILLION AND ABOVE)**

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts.

1. Name: _____
2. Father's Name / Spouse's Name: _____
3. CNIC / NICOP / Passport No.: _____
4. Nationality: _____
5. Residential Address: _____
6. Email Address: _____
7. Date on which shareholding control or interest acquired in the business: _____
8. In case of indirect shareholding control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control following additional particulars to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (company)/ limited liability partnership / association of persons / Single Member company / partnership firm / trust any other individual body corporate (to be specified)	Date of incorporation / registration	Name of registering authority	Business Address	Country	Email Address	Percentage of shareholding control or interest of BO in the legal person or legal arrangement	Percentage of shareholding control or interest of legal person or legal arrangement in the company	Identity of natural person who ultimately owns or controls the legal person or arrangement

9. Information about the Board of Directors (Details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

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1	2	3	4	5	6	7	8
Name and Surname (in Block Letters)	CNIC No. (in case of foreigner passport No)	Father's / Husband's name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full of the registered / principal office address for a subscriber other than natural person	Number of shares taken by cash subscriber (in figures and words)

10. Any other information incidental to or relevant to Beneficial owner(s)

Name and signature [_____] [_____] (Person authorized to issue notice on behalf of the company)

PERFORMANCE SECURITY (OR GUARANTEE) FORM

To: *[Manager Material Management Peshawar Electric Supply Company]*

WHEREAS *[name of Supplier_____]*
(hereinafter called "the Supplier") has undertaken, in pursuance of Contract No.
[reference number of the contract_____]
dated *[____/____/20____]* to delivery *[description of goods and services_____]*
(hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the:
[____/____/20____]

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

4. PRICE SCHEDULE FORMAT (to be submitted in the Financial Proposal)				
#	Description of Service / Deliverable	Man-Days	Rate per Man-Day (PKR)	Amount (PKR)
1.	Professional Fee — Team Leader / Lead IT Auditor			
2.	Professional Fee — Key Personnel: ERP Specialist			
3.	Professional Fee — Key Personnel: Billing/IBS Specialist			
4.	Professional Fee — Key Personnel: IT Infrastructure Specialist			
5.	Professional Fee — Supporting Audit Staff			
6.	VAPT Tools, Licenses & Technical Resources	—	—	
7.	Travel, Boarding & Lodging (Peshawar-based fieldwork)	—	—	
8.	Management, Report Production, Printing & Presentation Material	—	—	
Sub-Total (Professional Fee + Expenses)				
General Sales Tax / Provincial Sales Tax on Services (KPRA), as applicable				
GRAND TOTAL (Inclusive of all Taxes)				
<i>Note: Prices shall be quoted in Pakistani Rupees (PKR) only, on a Fixed Lump-Sum basis inclusive of all professional fees, taxes, travel, and incidental expenses, valid for the bid validity period stated in the Bid Data Sheet. No price escalation shall be permitted during the contract period except as provided under Force Majeure.</i>				

Past Experience / Contracts

Contracts over <i>[insert amount]</i> during the last three years:				
Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination



Financial Situation and Performance

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: [insert full name]

Date: [insert day, month, year]

Joint Venture Member Name: [insert full name]

IFP No. and title: [insert IFP number and title]

Page [insert page number] of [insert total number] pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous [insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)				
	Year 1	Year 2	Year 3		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

* Refer ITA 14 for the exchange rate

3. Financial documents

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

- (a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- ☐ Attached are copies of financial statements¹ for the *[number]* years required above; and complying with the requirements.

¹ If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

Average Annual Turnover (Annual Sales Value)

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

Annual Turnover Data			
Year	Amount Currency	Exchange rate* (If applicable)	PKR equivalent
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>		
		Average Annual Turnover **	

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.