Standard Bidding Document

MM-51 Audit of PESCO IT Systems/ Business Applications (Non-Consultancy Services)

National

Single Stage-Two Envelope

November 26, 2026

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PROCUREMENT NOTICE

PROCUREMENT OF NON-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 "**MM-51 Audit of PESCO IT Systems/ Business Applications**" with the reference of **"P172926"**

2. The **Material Management (Peshawar Electric Supply Company (PESCO))** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.

3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)**Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, and Instructions issued by the Authority (from time to time).

4. All Bids 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/172926**.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, December 7, 2026 10:00 AM**. E-bids will be opened on the same day at **Monday, December 7, 2026 10:30 AM**. Manual submission of Bids shall not be entertained. Those vendors 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 65 of Public Procurement Rules, 2026 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.gov.pk).

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Instructions to Bidders

A. Introduction

1. **Scope of Bids**

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-Two Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. **Source of Funds**

2.1. Source of funds is referred in Clause-1 of Procurement Notice.

3. **Fraud & Corruption**

3.1. As defined under Rule 2(1)(x) of Public Procurement Rules, 2026.

4. **Eligible Bidders**

4.1. The Eligibility of the Bidders shall be determined in accordance with the Rule 21 of the Public Procurement Rules, 2026.

5. **Qualification of the Bidder**

5.1. All Bidders shall provide Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

6. **Contents of Standard Bidding Document**

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued in accordance with **ITB 8.1** include:

Section I -Invitation to Bid
Section II Instructions to Bidders (ITB)
Section III Bid Data Sheet (BDS)
Section IV Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.
Section V Fraud & Corruption
Section VI General Conditions of Contract (GCC)
Section VII Special Conditions of Contract (SCC)
Section VIII Contract Forms

6.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

7. **Clarifications**

7.1. All clarification shall be in accordance with the Rule 38 of the public Procurement Rules, 2026.

8. **Amendment of Bidding documents**

8.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to **ITB 8 .1** shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

8.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids after record reason in writing:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

9. Documents Constituting the Bids

9.1. The bids prepared by the bidders shall constitute the following components: -

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB 10 and 11;

9.1.2. Documentary evidence established in accordance with ITB 10 that services to be provided by the bidder are eligible services, and conform to the bidding documents;

9.1.3. Documentary evidence established in accordance with ITB 11 that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established in accordance with ITB 11.3 that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with ITB 17; and

9.1.6. Any other document required in the BDS.

10. **Documents Establishing Eligibility of the Services and Conformity to bidding documents**

10.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

10.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

11. **Documents Establishing Eligibility and Qualification of the Bidder**

11.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country.

11.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

11.3.1. the bidder has the financial, technical, provisions of services and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

11.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

12. **Form of Bid**

12.1. **The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.**

13. **Bids Prices**

13.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

13.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

13.3. The Bid price to be quoted in the Forms of Bid in accordance with ITB 12 shall be the total price of the bid, excluding any discounts offered.

13.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

13.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected pursuant to ITB 28, unless otherwise price adjustment is permissible under Conditions of the Contract.

14. **Price Adjustment**

14.1. Price adjustment shall not be applicable on the contract with less then 12 months period.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services upto maximum 15% on annual basis.

14.3. **Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government’s minimum wage notification, subject to the condition that clause 14.2 shall not be applicable in that case.**

15. **Bids Currencies**

15.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

16. **Bid Validity Period**

16.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

17. **Bid Security or Bid Securing Declaration**

17.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Form 9 The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

17.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder’s conduct which would warrant the security’s forfeiture, pursuant to ITB 17.5

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in 17.5 are invoked.

17.4. Unsuccessful Bidders’ Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 16. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

17.4.1. the expiry of the Bid Security;

17.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

17.4.3. the rejection by the Procuring Agency of all Bids;

17.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

17.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

17.5.1. if a bidder:

17.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

17.5.1.2. does not accept the correction of errors pursuant to ITB 30; or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with ITB 48; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with ITB 49.**

17.6. **The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.**

18. **Alternative Bids by Bidders**

18.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

18.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Section V, Evaluation and Qualification Criteria.

19. **Withdrawal, Substitution, and Modification of Bids**

19.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

20. **Format and Signing of Bids**

20.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS v2.0.

D. Submission of Bids

21. **Submission of Bids through EPADS v2.0 before deadline**

21.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

22. **Establishment of Procurement Cell**

22.1. PA to establish a Procurement Cell which shall carryout procurements as per Rule 10 of Public Procurement Rules, 2026.

23. **Opening & Evaluation of Bids by the Bid Evaluation Committee**

23.1. As per Rule 11 of Public Procurement Rules, 2026
(PA to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements with an estimated value up to two billion rupees)

24. **Third Party Validation**

24.1. **In compliance with Rule 12** of Public Procurement Rules, 2026, the third-party validation committee or firm shall validate all procurements above five hundred million and up to two 2 billion rupees. The third-party validation shall be conducted at specifications, bidding documents preparation, technical (if any) & final evaluation stages.

25. **External Bid Evaluation Committee**

25.1. **As per Rule 13 of Public Procurement Rules, 2026,** procurements with an estimated value above two billion rupees shall be opened and evaluated by the Procuring Agency's notified External Bid Evaluation Committee.

26. **Opening of Bids**

26.1. The Procuring Agency will open all bids through EPADS at the place, on the date and at the time, specified in the **BDS**.

26.2. The bids shall be opened one at a time, and the following and recorded: (a) the name of the bidder; (b) the presence of a bid security, if required; and (c) any other details as the procuring agency may consider appropriate.

26.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline**.**

27. **Confidentiality**

27.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

27.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

28. **Preliminary Examination of Bids**

28.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

28.1.1. meets the eligibility criteria defined in **ITB 4**;

28.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

28.1.3. is accompanied by the required securities; and

28.1.4. is substantially responsive to the requirements of the bidding document.

28.2. The procuring agency will confirm that the documents and information specified under **ITB 9,10 and 11** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

28.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

29. **Examination of Terms and Conditions, Technical Evaluation**

29.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21,** to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and**

Schedule of Requirements,prescribed inthe bidding document have been met without material deviation or reservation.

29.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **ITB 28,** it shall reject the bids.

30. **Correction of Errors**

30.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

30.1.1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

30.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

30.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

30.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

30.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 17.**

31. **Conversion to Single Currency**

31.1. As per Rule 42(2) of Public Procurement Rules, 2026.

32. **Evaluation of Bids**

32.1. The procuring agency shall evaluate bids in accordance with Rule 42 of Public Procurement Rules, 2026 and compare only those bids determined to be substantially responsive, pursuant to **ITB 28.**

32.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the **Bid Data Sheet (BDS)** and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

32.3. **In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.**

32.4. The Procuring agency/Employer's evaluation of a bid will take into account:

32.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

32.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 30;**

32.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 31**;

32.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

32.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot

combinations in the Form of Bid, is specified in the **BDS.**

33. **Determination of Most Advantageous Bids**

33.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

34. **Abnormally Low Financial Bids**

34.1. Subject to sub-clause (2), a procuring agency may, in the procurement of goods, works and services, reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement such that it raises material concerns on the part of the procuring agency as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

34.2. A procuring agency shall not reject a bid as abnormally low under sub-rule (1) unless the procuring agency—

34.2.1. requested through EPADS from the bidder a written clarification of bid, including a detailed price analysis of its bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding documents; and

34.2.2. having taken into account the information provided by the bidder in response to a request under clause (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily against the offered price.

34.3. The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision. The procuring agency may reinitiate the bidding process after communication of such decision.

34.4. Every abnormally low bid shall be investigated in order to determine the reason for submitting the bid including whether the bid was submitted in order to remove other bidders from competition.

34.5. In case it is established after investigation that the bidder submitted an abnormally low bid to remove other bidders from competition or to frustrate the bidding process, the procuring agency may blacklist the bidder in accordance with Rule 25(1)(d).

35. **Rejection of Bids**

35.1. As per Rule 45 of Public Procurement Rules, 2026

36. **Cancellation of procurement**

36.1. As per Rule 46 of Public Procurement Rules, 2026

37. **Single Responsive Bid**

37.1. The procuring agency may consider single responsive subject to underlying conditions of Rule 50 of Public Procurement Rules, 2026.

38. **Alternate Dispute Resolution (ADR)**

38.1. As per Rule 66 of Public Procurement Rules, 2026

39. **Arbitration Clause**

39.1. Appointing Authority for the Arbitrator shall be Managing Director (PPRA) OR Secretary (Ministry of Law & Justice),

40. **Fee of the Arbitrator**

40.1. The fee shall be specified in PKR as detrmined by the Appointing Authority and shall be shared equally by each party.

41. **Socio-economic development**

41.1. As per Rule 63 of Public Procurement Rules, 2026, PA to encourage the inclusiveness of small and medium enterprises, and marginalized groups by

according preferences in line with the notified policies of the Federal Government

42. **Environmental objectives**

42.1. As per Rule 64 of Public Procurement Rules, 2026, 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.

F. Award of Contract

43. **Appointment of Contract Manager**

43.1. The procuring agency shall designate a Contract Manager for each procurement or class of procurement who shall manage the contract as per Rule 58 & 59 of Public Procurement Rules, 2026.

44. **Criteria of Award**

44.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and that has been declared as Successful Bid .

45. **Procuring Agency’s Right to reject All Bids**

45.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

45.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

46. **Procuring Agency’s Right to Vary Quantities at the Time of Award**

46.1. The procuring agency reserves the right, at the time of contract award, to increase or decrease not more than 15% of the original scope of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in the **Bid Data Sheet (BDS)**. This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.

47. **Notification of Award**

47.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

47.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Award will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

47.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee in accordance with **ITB 49** and signing of the contract in accordance with **ITB 48.**

48. **Signing of Contract**

48.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

49. **Performance Guarantee**

49.1. After the receipt of the Letter of Award, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS and SCC**,

denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

49.2. Failure of the successful bidder to comply with the requirement of **ITB 49.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

50. **Advance Payment**

50.1. The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.

51. **Arbitration**

51.1. The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.

52. **Corrupt & Fraudulent Practices**

52.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. Grievance Redressal & Complaint Review Mechanism

53. **Constitution of Grievance Redressal**

53.1. The Principal Accounting Officer or head of procuring agency or any authorized officer shall constitute a committee comprising of odd number of members completely outside the procuring agency from any other procuring agency or from the pool of experts maintained by the Authority and

accessible through EPADS with necessary powers and authorizations, to address the complaints of bidders or parties that may occur prior to the entry into force of the procurement contract.

53.2. Any party may file a written complaint, two days prior to the proposal submission deadline, against the eligibility parameters, evaluation criteria or any other terms and conditions described in the bidding documents, if found contrary to the provisions of the procurement regulatory framework, and the same shall be addressed by the GRC.

53.3. Any bidder or party feeling aggrieved by any act of the procuring agency after the submission of bid, may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.

53.4. In case, the complaint is filed against the technical or final evaluation report, the GRC may suspend the procurement proceedings till the decision.

53.5. In case, the complaint is filed after the issuance of the final evaluation report, the complainant may not raise any objection on technical evaluation of the report:Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage-single envelope bidding procedure is adopted.

53.6. The GRC shall investigate and decide upon the complaint within ten days of its receipt.

53.7. Any bidder or party not satisfied with the decision of the GRC or if GRC fails to decide within ten days under sub-rule 6, may file an appeal before the Appellate Committee of the Authority, comprising odd number of members including an external member within ten days of communication of decision subject to depositing the prescribed fee and in accordance with the procedure determined by the Authority. The Appellate Committee of the Authority shall decide the appeal within 45 days from the receipt of the appeal. The Appellate Committee may suspend the process of award of contract to such period as deemed appropriate during the pendency of appeal. The decision of the Appellate Committee of the Authority shall be considered as final.

H. Blacklisting/ Debarment

55. **Procedure for Blacklisting/Debarment**

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-25 of the Public Procurement Rules, 2026 , Mechanism for Blacklisting, Debarment Regulations, 2024 and “procedure for filling and disposal of review petition under rule-25(6) of Public Procurement Rules, 2026.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Goods 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. Introduction

BDS Clause Number 1
ITB Number 1.1

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

The subject of procurement is: **MM-51 Audit of PESCO IT Systems/ Business Applications**

Expected commencement date: **Thursday, December 31, 2026**

BDS Clause Number 2
ITB Number 2.1

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

Name and identification number of the Contract: **P172926**

BDS Clause Number 3
ITB Number 4

JV/Consortium or Association Allowed: **Yes**
Number of JV/Consortium Members: **2**

B. Bidding Documents

BDS Clause Number 4
ITB Number 7.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Friday, December 4, 2026

BDS Clause Number 5
ITB Number 8.1

Any addendum, in case issued, shall be published on **Material Management (Peshawar Electric Supply Company (PESCO))** website and on **EPADS v2.0**.

BDS Clause Number 6
ITB Number9.1

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

BDS Clause Number 7
ITB Number 11.1

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

see Eligibility Criteria

BDS Clause Number 8
ITB Number 7.1

Services and Their related documents:
See section Required Services and Scope of Work

BDS Clause Number 9
ITB Number 13.1 & 13.2

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

BDS Clause Number 10
ITB Number 7.1

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11
ITB Number 13.5

The price shall be **Fixed**.

BDS Clause Number 12
ITB Number 15.1

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

BDS Clause Number 13
ITB Number 16.1

The Bids/Bid Validity period shall be: **120 Days**

BDS Clause Number 14
ITB Number 17.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given
Instrument of Bid Security Shall be in the Name of : **Chief Executive Officer PESCO**
The Bid Security shall be in the form of: **Call at Deposit, Bank Guarantee**

BDS Clause Number 15
ITB Number 17.3

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 180 days so the bid security shall be valid for 180+28 = 208 days.

BDS Clause Number 16
ITB Number 18.1

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17
ITB Number 21.1

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

Room # 313, 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, December 7, 2026 10:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18
ITB Number 26.1

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

Day *: **Monday***

Date: ***Monday, December 7, 2026***

Time *: **10:30 AM***

BDS Clause Number 19
ITB Number 32.1

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see Evaluation Criteria

F. Award of Contract

BDS Clause Number 20
ITB Number 49.1

The Performance guarantee shall: **5.00%**.

The Performance Guarantee shall be acceptable in the form of: **Call at Deposit, Bank Guarantee**

BDS Clause Number 21
ITB Number 51.1

Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

BDS Clause Number 22
ITB Number 53.1

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

Eligibility Criteria

All Active Taxpayers shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

Required Registration
FBR (NTN)

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

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation %
100

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) 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)**	20
A2. Completed IT Audit Assignments in the last 3 years (documentary evidence required) (Quantitative)(Doc Required) 5 or more completed assignments **(5)** 3 – 4 completed assignments **(3)** 1 – 2 completed assignments **(2)**	5
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)	4
Team Leader / Lead IT Auditor (Post-graduate degree in IT / CS / MIS / Engineering / related field) (Quantitative)(Doc Required)	4
B2. Key Personnel — Module Specialists (ERP) ERP Specialist: Certification in Oracle E-Business Suite and optionally CISA, CISM, or equivalent (Quantitative)(Doc Required)	3
B2. Key Personnel — Module Specialists (Billing/IBS) 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. (Quantitative)(Doc Required)	3
B2. Key Personnel — Module Specialists (IT Infrastructure) IT Infrastructure Specialist: CISA, CISSP, CEH, ISO 27001 Lead Auditor, or equivalent (Quantitative)(Doc Required)	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 (Qualitative)(Doc Required)	6
D2. Valid tax registration (NTN, ATL) and no outstanding financial litigation or debarment (Qualitative)(Doc Required)	4

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
Audit of PESCO IT Systems / Business Applications	**Address:** PESCO HQ, Peshawar **Schedule:** 16 Weeks **Quantity:** 1/job	1/job	200000 PKR

Related Services :

No

Services Specifications

Positions Without Lots :

Position: Audit of PESCO IT Systems / Business Applications

Specifications / Requirements:

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Scope of Work

Detailed Scope of Work is attached in the Annexture

Brief Description

Peshawar Electric Supply Company (PESCO) invites proposals from qualified and reputable firms for engagement of an Independent Third-Party Auditor to conduct a comprehensive audit of PESCO IT Systems, including Oracle ERP (E-Business Suite), Integrated Billing System (IBS) provided by PITC, Meter Data Management (MDM) for AMR meters, Data Centres, Hosting Facilities, Enterprise Networking Infrastructure and Disaster Recovery site. The audit shall assess ERP implementation completeness, revenue assurance, forensic data integrity, cyber security, infrastructure and DR readiness, IT governance and HR needs, and compliance with NEPRA and GoP requirements, and shall provide prioritized, actionable recommendations. The firm must hold recognized certifications (ISO 27001, CISA, CISSP and/or CISM) and have proven experience in auditing Oracle E-Business Suite and large-scale utility billing systems.

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]		

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

A. General

1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

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

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand 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.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

6. **Authorized Representatives / Authority of Member in charge**

6.1. 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 Contractor may be taken or executed by the officials specified in the **SCC**.

B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of required resources and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. 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.

12. **Modification**

12.1. 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 modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**
For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**
The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**

Any period within which a Contractor 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.

13.4. **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**

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

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor 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;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**

The Contractor may terminate this Contract, by not less than thirty (30) calendar 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.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within thirty (30) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor 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 Contractor 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;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**

The Contractor 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-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', 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, as shall be specified in the **SCC**; and (b) 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 have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**
The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**
If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Service Provider failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor 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, at the times and in the manner specified in the Terms of Reference.

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

F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**

32.1.1. **Alternate Dispute Resolution (ADR),** After coming into force of the procurement contracts, disputes, between the parties to the contract may be settled by one or more alternate dispute resolution methods including
Arbitration. Where an Alternate Dispute Resolution process other than Arbitration may not lead to an amicable settlement of dispute, Arbitration shall be resorted to.

32.1.2. The procuring agency shall specify mechanism for the appointment of an arbitrator expressly in the contract and the competent authority who shall appoint the arbitrator.

32.1.3. The laws of Pakistan shall apply to an arbitration unless specifically agreed to otherwise in the contract.

Special Conditions of Contract

SECTION VIII. 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

Definitions

The Procuring Agency is: Material Management (Peshawar Electric Supply Company (PESCO)), Assistant Room # 313, PESCO HQ, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).

Contractor is:

The title of the subject procurement is:MM-51 Audit of PESCO IT Systems/ Business Applications

Number of GC Clause 2

Applicable/Governing Law:

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

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

Material Management (Peshawar Electric Supply Company (PESCO)), Assistant
Room # 313, PESCO HQ, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).
+92-919-211-994
dm.mm@pesco.com.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder’s Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

Material Management (Peshawar Electric Supply Company (PESCO)), Assistant
Room # 313, PESCO HQ, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).
+92-919-211-994
dm.mm@pesco.com.pk

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be …….

Number of GC Clause 14

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 16**.**

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.07%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:
Instrument of Performance Guarantee shall be in the Name of : **Chief Executive Officer PESCO**

The amount of performance guarantee shall be 5.00% of the contract price in acceptable form of Call at Deposit, Bank Guarantee

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause 28

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause 29

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Inspections & Tests Requirements

For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)

For Physical Fitness having No Damages (Certificate from supplier)

For the Country of Origin as quoted by the Supplier (Certificate from manufacturer)

For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Procurement Committee / Inspection Team)

For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

Delivery & Documents

Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;

Copies of the packing list identifying contents of each package;

Insurance Certificate;

Manufacturer's or Supplier's Valid Warranty Certificate;

Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report;

Certificate of Origin.

The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

Number of GC Clause 31

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

Form 9: Bid Securing Declaration

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

Bid No.:***P172926***

To: **Material Management (Peshawar Electric Supply Company (PESCO)), Assistant Room # 313, 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

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20_____ between **Material Management (Peshawar Electric Supply Company (PESCO)), Assistant Room # 313, PESCO HQ, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **MM-51 Audit of PESCO IT Systems/ Business Applications (*P172926*)** and has accepted a Bids by the Bidder for the provision of Services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

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Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE 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 time 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 Room # 313, 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 Non-Consultancy Services*(*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}

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Annexure

Scope of Work

Information (Read-Only)

See Form Under Additional Forms and Documents: **Scope of Work** (page number: 72)

Evaluation Criteria and TOR

Information (Read-Only)

See Form Under Additional Forms and Documents: **Evaluation Criteria and TOR** (page number: 77)

Price Schedule

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Price Schedule** (page number: 90)

Bidder's Information Form

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Bidder's Information Form** (page number: 91)

Bidder's Experience

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Bidder's Experience** (page number: 92)

No Deviation Form

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **No Deviation Form** (page number: 93)

Bid Security Form

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Bid Security Form** (page number: 94)

Declaration of Beneficial Ownership Form

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Declaration of Beneficial Ownership Form** (page number: 96)

Procurement Forms

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PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

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

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- **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.

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3.3. IT Infrastructure, Cyber Security & DR

- **Performance Diagnostic:** Specifically diagnose any performance bottlenecks of devices, sservices 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.

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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.

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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.

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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

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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.

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.
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.		

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
Documentary Evidence Required: Completion certificates, client reference letters, or contract copies. Self-declarations will not be accepted.	—

Section A Total	**25**
B. Qualifications & Competence of Key Personnel [Section Total: 35]	
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.	
B1. Team Leader / Lead IT Auditor (max 15 marks)	
Valid and active CISA certification issued by ISACA, active as of 30 June 2026 (mandatory — verified at Eligibility stage; not re-scored here)	—
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 – 6 years of relevant IT audit experience in Team Leader role	3
7 – 9 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
Maximum 15 marks under B1. Experience scored on highest applicable band only (not cumulative).	
B2. Key Personnel — Module Specialists (03 Specialists: one each for ERP, Billing/IBS, and IT Infrastructure) (max 15 marks)	
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).	
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)	
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.	
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

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.	
Section B Total	**35**
C. Methodology & Work Plan [Section Total: 30]	
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.	
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]	
*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.*	
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**
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.	

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)

Final Score = (Technical Score × 0.70) + (Financial Score × 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.

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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%**

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.

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)				**[___]**

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.

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

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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)				
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.				

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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 *[check the box(es) of the attached original documents]* ☐ 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 5: BIDDER'S EXPERIENCE FORM

Date: _____.

Tender No.: _____.

Sr. No.	*Client Name, Address, Phone No. & Email.*	*Item*	*Quantity*	*Amount (PKR) (W/O GST)*	*Year*	*Copies of Agreement / P.O*

Note:

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

Stamp & Signature of Bidder

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

CERTIFICATE OF NO-DEVIATIONS FROM COMMERCIAL / CONTRACTUAL CONDITIONS

Tender No. _____.

Dated. _____.

This is to certify that we, the undersigned, in connection with our bid for _____, have carefully examined all the Commercial and Contractual Conditions stipulated in the Tender documents / NTDC Specifications.

We hereby confirm that; We do not propose any deviation from the specified Commercial and Contractual Conditions of the Tender / NTDC Specifications. All terms and conditions as stated in the bidding documents are fully acceptable to us without any exception or reservation.

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 _____

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS