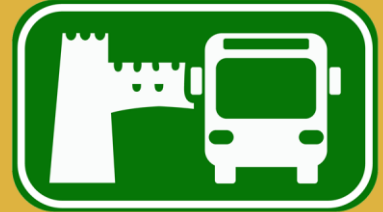


TransPeshawar (The Urban Mobility Company)



**TRANS PESHAWAR**  
The Urban Mobility Company

## Bid Solicitation Documents

**For Provision of External Auditor's Services to TransPeshawar**

<b>Procurement Title</b>	<b>Provision of External Auditor's Services to TransPeshawar</b>
<b>Contract Ref</b>	TPC/FD/EAS/OCB/2022-23/002
<b>Bid Security</b>	Bid Security shall be 20,000 of the bid price submitted in shape of CDR from a scheduled bank of Pakistan in the name of Chief Executive Officer (CEO), TransPeshawar (The Urban Mobility Company). The bid security shall be provided from the account of bidder submitting the bid.
<b>Date of Bid Sollicitation Documents</b>	June 20, 2023
<b>Deadline for Submission of Bids</b>	11:30 AM PST July 05, 2023
<b>Date and Time for Opening of Bids</b>	11:45 AM PST July 05, 2023

Sir/Madam:

1. TransPeshawar (The Urban Mobility Company) has been established by the Government of Khyber Pakhtunkhwa to operate the bus rapid transit (BRT) system under section 42 of the Company's Act, 2017, TransPeshawar is responsible to carry out the project implementation, management and maintenance of urban rapid transit projects in Peshawar, assigned by Khyber Pakhtunkhwa Urban Mobility Authority for the benefits of public at large, organize training programs for the selected bus operators and drivers.
2. TransPeshawar intends to hire the services of a Chartered Accountants Firm for external audit of the company for the year ending on June 30, 2023 in accordance with Terms of Reference attached as **Appendix- I**. If you, however, have been associated with the firm that prepared the requirements, and specifications of the contract that is subject of this procurement, you shall be disqualified.
3. It is understood that the bidder has gone through the entire Bid Solicitation Documents and has complete understanding of the terms and conditions, scope of services etc. mentioned here along with their implication.
4. You must quote for complete services under the Bid Solicitation Documents. Financial Offer will be evaluated for whole services and contract awarded to the firm offering the lowest evaluated total cost of all the services.
5. You shall submit **one original of the Price Bid** on the Form of Bid, and clearly marked "**Original**". In addition, you shall also submit **one copy marked as "COPY"**. In case of any discrepancy between the Original and Copy, the original shall prevail. **Your Bid in the attached format should be signed, sealed in an envelope** and addressed to and delivered to the following address:

Chief Executive Officer TransPeshawar  
First (1<sup>st</sup>) Floor KPUMA Building Main BRT Depot,  
Opposite NHA Complex Chamkani, Peshawar.
6. Your bid must be written in the English language, must be accompanied by adequate supporting documentation, profiles and other relevant material/documentation in the same English language for each item of services.
7. The deadline for receipt of your bids by the TransPeshawar at the above address is \_\_: \_\_ (PST) \_\_/\_\_/2023.
8. You shall submit only one set of bid for the above services. Your bid must be typed and shall be signed by you or your authorized representative. **Without a signature in your Form of Bid, your bid will not be considered any further.**
9. Your bid should be submitted as per the following instructions and in accordance with the attached form of Contract. The attached Terms and Conditions of Services is an integral part of the Contract.
  - (i) PRICES: The prices should be quoted for complete services given under (**Appendix-I**) as a lump sum basis in Pakistani Rupees (PKR) and inclusive of all applicable Taxes in Pakistan.

- (ii) **EVALUATION OF BIDS**: Offers determined to be substantially responsive to the requirements will be evaluated by comparison of their prices. An offer is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this Bid Solicitation Document, and it will not be considered further. TransPeshawar will evaluate and compare only the bids determined to be substantially responsive. In evaluating the bids, TransPeshawar will adjust for any arithmetical errors as follows:
- (a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
  - (b) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
  - (c) if a Bidder refuses to accept the correction, his bid will be rejected.
- (iii) **AWARD OF CONTRACT**: The award will be made to the bidder offering the lowest evaluated price that meets the required standards of technical and financial capabilities. The successful bidder will sign a Contract as per attached form of contract and terms and conditions of services. Required Technical and Financial Capability are as follows:
- a) **Technical Capability**
- 1. Registration with Registrar of Firms;
  - 2. Registered with ICAP;
  - 3. Satisfactory QCR Rating of ICAP (Current);
  - 4. Valid License of Practice;
  - 5. Firm has a minimum of Three (03) partners;
  - 6. Has overall experience of at least ten years;
  - 7. Has specific experience of audit of public sector companies;
  - 8. Declaration on stamp paper that the firm has never been blacklisted by any Government Department/ Authority/agency/company.
  - 9. A declaration from the firm that the below mentioned criteria as per section 247 of the Companies Act 2017 is being met.
    - i. a person who is, or at any time during the preceding three years was, a director, other officer or employee of TransPeshawar;
    - ii. a person who is a partner of, or in the employment of, a director, officer or employee of TransPeshawar;
    - iii. the spouse of a director of the TransPeshawar;
    - iv. a person who is indebted to TransPeshawar other than in the ordinary course of business of such entities;
    - v. a person who has given a guarantee or provided any security in connection with the indebtedness of any third person to TransPeshawar other than in the ordinary course of business of such entities;
    - vi. a person or a firm who, whether directly or indirectly, has business relationship with TransPeshawar other than in the ordinary course of business of such entities;
    - vii. a person who has been convicted by a court of an offence involving fraud and a period of ten years has not elapsed from the date of such conviction;
    - viii. a body corporate;

- ix. a person who is not eligible to act as auditor under the code of ethics as adopted by the Institute of Chartered Accountants of Pakistan and the Institute of Cost and Management Accountants of Pakistan; and
- x. a person or his spouse or minor children, or in case of a firm, all partners of such firm who hold any shares of an audit client or any of its associated companies.

b) Financial Capability

- ❖ Registration with FBR and reflected on Active Tax Payer List;
- ❖ Registration with Khyber Pakhtunkhwa Revenue Authority (KPRA);
- ❖ Has submitted bid security amounting to PKR 20,000/- in form of a CDR / Demand Draft in favor of Chief Executive Officer (CEO) TransPeshawar.

Verifiable documentary proof of above requirements (Technical & Financial) along with company profile shall be submitted by the bidders for responsiveness of their bids. Failure to submit any relevant document to the above requirements will result in disqualification of bidder.

- (iv) VALIDITY OF THE OFFER: Your bid should be valid for a period of sixty (60) days from the deadline for receipt of bid indicated in Paragraph 7 of Bids Solicitation Documents.
- (v) If you withdraw your bid during the validity period and/or refuse to accept the award of a contract when and if awarded, then your bid security will be forfeited and you will be excluded from the list of service providers for the project for two years.

10. Bidders should note that during the period from the receipt of the bid and until further notice from the Contact, all queries should be communicated via the Contact and in writing using e-mail only. The Contact for all enquires in relation to this bid is as follows:

Name: Mr. Khalil Ahmed

Email Address: [khalil.ahmed@transpeshawar.pk](mailto:khalil.ahmed@transpeshawar.pk) with cc [safdar.awan@transpeshawar.pk](mailto:safdar.awan@transpeshawar.pk)

11. The bidder whose bid has been accepted will be notified of the award of contract through the Letter of Acceptance issued by TransPeshawar within validity of bid.

**1 FORM OF BID**

**To:**

Chief Executive Officer TransPeshawar,  
First (1<sup>st</sup>) Floor KPUMA Building Main BRT Depot,  
Opposite NHA Complex Chamkani, Peshawar.

We offer to execute the **Provision of External Auditor's Services for TransPeshawar** in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of \_\_\_\_\_ inclusive of all taxes (amount in words and numbers) ( \_\_\_\_\_ ) in PKR with following breakup.

The total price of the services must be quoted inclusive of all taxes in the below format:

<b>S/No.</b>	<b>Description</b>	<b>Cost of Services (PKR)</b>	<b>Out of Pocket Expenses (PKR)</b>	<b>Total Price in PKR Inclusive of Taxes</b>
1	All services as per Appendix-I of this BSD. The total price shall be inclusive of out-of-pocket expenses.			

We propose to complete the Services (mentioned in Appendix-I) within the Delivery Time from the Date of Signing of the Contract.

This Bid and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid received by you.

We hereby confirm that this bid complies with the Validity of the Offer and bidder's liability conditions imposed by bid solicitation document and the Terms and Conditions of Services, respectively.

We have not been associated with the firm that prepared the TOR of the contract that is subject of the Bid Solicitation Document.

(Service Provider to complete below)

**Authorized Signature:**

**Name and Title of Signatory:**

**Name of Service Provider:**

**Address:**

**Phone Number:**

**Email Address:**

## 2. FORM OF CONTRACT

This AGREEMENT is made on..... day of....., 2023 between TransPeshawar (hereinafter called “the Employer”) on the one part and ..... (Hereinafter called “the Service Provider”) on the other part.

WHEREAS the TransPeshawar has requested for Bids for **Provision of External Auditor’s Services for TransPeshawar** to be provided by the service provider, viz. **Provision of External Auditor’s Services for TransPeshawar** (hereinafter called “Contract”) and has accepted the bid of the Service provider for the Services under Contract at the sum of PKR -----hereinafter called “the Contract Price”.

NOW THIS AGREEMENT TO BE WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
  - a) Letter of Acceptance;
  - b) Form of Bid;
  - c) Terms and Conditions of Services
  - d) Terms of Reference (Appendix-I)
2. Taking into account payments to be made by the TransPeshawar to the Service Provider hereinafter mentioned, the Service Provider hereby concludes an Agreement with the TransPeshawar to execute and complete the services under the Contract and remedy any defects/ perform the complete service therein in conformity with the provisions of the Contract.
3. The TransPeshawar hereby covenants to pay, in consideration of the acceptance of Contract, complete all the services and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by the Contract.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of Pakistan on the date indicated above.

**Signature and seal of the Employer:**

For and on behalf of

Mr. \_\_\_\_\_

**Name of Authorized Representative**

**Signature and seal of the Service Provider:**

For and on behalf of

Mr. \_\_\_\_\_

**Name of Authorized Representative**

### 3. TERMS AND CONDITIONS OF SERVICES

**Project Name:** *Provision of External Auditor's Services for TransPeshawar*

**Employer:** TransPeshawar (The Urban Mobility Company)

**Service Provider:** \_\_\_\_\_

1. Fixed Price: The prices indicated in the Form of Bid are firm and fixed and not subject to any adjustment during contract performance.
2. Delivery of Services: Delivery of whole Services should be completed within time limits decided by TransPeshawar.
3. Applicable Law: The Contract shall be interpreted in accordance with the laws of Pakistan.
4. Resolution of Disputes: The Employer and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Employer and the Service Provider, the dispute shall be settled in accordance with the provisions of the arbitration law or rules of Pakistan.
5. Intellectual Property Delivery: TransPeshawar shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of the Contract, including but not limited to all designs, application configurations and specifications. The Service Provider shall ensure that all approvals, registrations, licenses, permits and rights etc. which are necessary for use of the service provided by the Service Provider are legally acquired and assigned in the name of TransPeshawar. In case of any infringement on Intellectual Property Rights by the Service Provider, the Service Provider shall have sole control of the defense and all related settlement negotiations. Subject to above on intellectual property, the Service Provider shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the Service Provider that existed before the effective date of the contract.
6. Payment: The Service Provider shall be providing all necessary supporting documents along with invoices for payment after completion of required services. The TransPeshawar shall verify and pay the service charges in 10 working days in lump sum through cross cheque in the name of Company and in Pakistani Rupees.
7. Warranty: The service provider is responsible for all losses or damages and short coming in deliverables etc. suffered by the Service provider as a result of min-conduct or inadequate services in performing the contract.
8. Force Majeure: The Service Provider shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Service Provider shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.



9. Service Requirements:

(i) Appendix-I provides the services requirements for External Auditor.

The Service Provider confirms compliance with above requirements.

10. Failure to Perform: The Employer may cancel the Agreement if the Service Provider fails to deliver the required services, in accordance with the above terms and conditions, in spite of a 14-day notice given by the Employer, without incurring any liability to the Service Provider.

**Name of Service Provider:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## TERMS OF REFERENCE (TORS)

### 1. Background

TransPeshawar (The Urban Mobility Company) has been established by the Government of Khyber Pakhtunkhwa to operate the bus rapid transit (BRT) system set up under section 42 of the Company's Act, 2017, TransPeshawar is responsible to carry out the project implementation, management and maintenance of urban rapid transit projects in Peshawar, assigned by Khyber Pakhtunkhwa Urban Mobility Authority for the benefits of public at large, organize training programs for the selected bus operators and drivers.

### 2. Objective(s) of the Assignment

The engagement of external auditors is a statutory requirement of the Companies Act 2017, requiring inter alia under its relevant sections that every company shall at each annual general meeting appoint an auditor or auditors to hold office from the conclusion of that meeting until the conclusion of the next annual general meeting. The audit committee of TransPeshawar in 14th meeting has decided to follow competitive process to hire services of a reputable Chartered Accountants Firm for external audit of the company for the year ending on June 30, 2023.

### 3. Scope of Work/Deliverables:

1. Audit of the annual financial statements of the Company for twelve months ending on June 30, 2023 as per companies act;
2. Review Report on Statement of Compliance with the Public Sector Companies (Corporate Governance) Rules, 2013 for the year ended June 30, 2023;
3. Attend meetings of Committee's, Board of Directors and Annual General Meeting.