

**GOVERNMENT OF THE PUNJAB
DIRECTORATE GENERAL,
EXCISE, TAXATION & NARCOTICS CONTROL PUNJAB**

BIDDING DOCUMENT


**PROCUREMENT OF THIRD PARTY AUDIT & VALIDATION
SERVICES FROM ALREADY PRE QUALIFIED FIRMS
SHORTLISTED BY DIRECTORATE GENERAL MONITORING &
EVALUATION, PLANNING & DEVELOPMENT DEPARTMENT**

Note: The bidder is expected to examine the Bidding Documents, including all instructions, forms, terms, specifications and charts/drawings. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

December 2017

1. INTRODUCTION / INSTRUCTIONS

1. The Competent Authority(procurement) Excise, Taxation & Narcotics Control, Punjab invites **sealed bids** from the interested bidders for provision of Third Party Audit & Validation Services for conducting Third Party Audit of 62,139 commercial/partially commercial properties and special properties falling in category A in 6 districts(Lahore , Faisalabad, Rawalpindi, Sialkot, Multan, Gujranwala) and 15,000 randomly selected property units in non-computerized 30 districts under "GIS Integrated Computerization of Urban Immovable Property Tax(UIPT) in thirty districts of Punjab".
2. The procurement process shall be governed by PPRA Rules 2014.
3. Tender Bids comprising of both Technical & Financial proposals in separately sealed envelopes are invited from already prequalified firms shortlisted by Directorate General Monitoring & Evaluation, Planning & Development Department vide Letter No.: DGM&E/SSR&D/2017/998 dated 25 August 2017.

<p>042-99230077</p> <p></p> <p>DIRECTORATE GENERAL MONITORING & EVALUATION PLANNING & DEVELOPMENT DEPARTMENT GOVERNMENT OF THE PUNJAB</p>		<p>No. DGM&E/SSR&D/2017/998 Dated: 25th August, 2017</p>												
<p>To</p> <p>✓ Masood-ul-Haq Additional Director General, Excise, Taxation & Narcotics Control, Punjab.</p>		<table border="1"> <thead> <tr> <th colspan="2">Monitoring and Evaluation</th> </tr> <tr> <th colspan="2">Output, Outcome and Impact Evaluations and M&E Frameworks of Public Sector Development Projects and Programs</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Ernst and Young (EY) Ford Rhodes</td> </tr> <tr> <td>2</td> <td>UHV Hassan Naeem & Co</td> </tr> <tr> <td>3</td> <td>A.F.FERGUSON&CO.(PWC)</td> </tr> <tr> <td>4</td> <td>KPMG Taseer Hadi & Co.</td> </tr> </tbody> </table> <p><i>GHANIMAR</i></p>	Monitoring and Evaluation		Output, Outcome and Impact Evaluations and M&E Frameworks of Public Sector Development Projects and Programs		1	Ernst and Young (EY) Ford Rhodes	2	UHV Hassan Naeem & Co	3	A.F.FERGUSON&CO.(PWC)	4	KPMG Taseer Hadi & Co.
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<p>Subject: <u>PRE-QUALIFICATIONS / NOMINATIONS OF THIRD PARTY AUDIT FIRMS UNDER THE SCHEME TITLED "GIS INTEGRATED COMPUTERIZATION OF URBAN IMMOVABLE PROPERTY TAX (UIPT) SYSTEM IN THIRTY DISTRICTS OF PUNJAB".</u></p> <p>I am directed to refer letter No. (Phase-II)GIS(UIPT)/2016 dated Lahore August 21st, 2017 on the subject captioned above.</p> <p>2. It is to inform you that a pre-qualified list of consultancy firms for conducting Output, Outcome, Impact Evaluations and M&E Frameworks of Public Sectors Development Projects and Program for the Annual Year 2017-18 shortlisted by DGM&E, P&D Department is available on www.dgmpunjab.gov.pk (List also attached with this letter), which seems a suitable sector for TPV mentioned in the subject letter.</p> <p>3. If there is anything else you would like to know further, you may ask, please.</p> <p style="text-align: right;"><i>GHANIMAR</i> (Ghazanfar Mubin) Senior Specialist (R&D)</p>														
<p>Cc:</p> <ol style="list-style-type: none"> 1. Director Coordination, DGM&E, P&D Department, Lahore 2. Director Project Management, DGM&E, P&D Department, Lahore 3. PS to Secretary, Excise, Taxation & Narcotics Control Department, Lahore 4. PS to Secretary, P&D Department, Lahore 5. PA to Director General, Excise, Taxation & Narcotics Control, Punjab, Lahore 6. PA to Director General (M&E), P&D Department, Lahore <p><i>ADG, ET&NC, Punjab</i> Diary No. 2661 Date 29-8-17 <i>Dr. P. V. A. D</i></p> <p style="text-align: right;"><i>Dr. P. V. A. D</i> 29-8-17</p>														

4. Bidders are required to submit bids in sealed envelopes, Single Stage Two Envelop bidding procedure shall be adopted. The bid shall be a single package consisting of two separate envelopes, containing separately the financial and technical proposals. The envelopes shall be marked as "Financial Proposal" and "Technical Proposal".
5. Bidders are required to supply services as per the given locations mentioned in the tender document.
6. The bidder shall furnish an indemnity bond along with the performance guarantee of 10 % of the total value of the agreed price
7. GST number of the bidder must be provided.
8. 2% of the PO Price penalty will be imposed as penalty for delay of each deliverable as indicated in scope of work, besides BLACKLISTING of the delinquent supplier as per the PPRA Rules 2014. In addition to that the company will not be allowed to participate in future tenders as well.
9. Financial Proposal should contain the rate of total price (inclusive of all taxes) of whole scope of work as per the TOR's, provided under clause 2 of this document.
10. Prices shall be quoted in Pak Rupees (PKR).
11. The bids shall remain valid for 30 days. Moreover, quoted price should valid for at least 90 days, with effective from the opening of Financial Proposals
12. The intended bidders are required to purchase this bidding document from the office of the Additional Director General/ Competent Authority(Procurement) Excise, Taxation & narcotics Control, Punjab 847-A, Shadman-I, Lahore on payment of Rs.1000/- (Non-refundable) in the shape of Bank Draft, enables the Firms / Contractor to bid in the prescribed tender.
13. Bid security of the tender @ 2% of estimated price must be furnished in the shape of Bank Draft or Pay Order in favor of Additional Director General/Competent Authority(Procurement), Excise, Taxation & Narcotics Control, Punjab. Lot wise bid security is given in following table:

ITEM	2% Bid Security (Rs.)
Complete Scope of Work	1,791,336/-
14. Bidders are requested to quote their rates inclusive of all Taxes.
15. Delivery of services is mentioned in Schedule-A
16. The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or Proposal. (Rule35(1))PPRA 2014.

17. Bidders must submit bids on Turnkey basis for whole Scope of Work. Failure to meet this condition will cause disqualification of the bidder.
18. Only those proposals will be considered which are delivered by hand by the representative of the bidder within given time to the office of undersign.
19. The Primary Contact for all correspondence in relation to this bid is as follows:

Project Director /Additional Director General/
Competent Authority (Procurement)
Excise, Taxation & Narcotics Control Department,
Government of the Punjab
847A, Shadman-I, Lahore
042-99203567
Email: adgent@punjab.gov.pk

2. SCOPE OF WORK

2.1 INTRODUCTION

Under Punjab Urban Immovable Property Tax Act 1958, property tax is levied on buildings and lands in a rating area @ 5% of the assessed annual value. The annual value of properties is determined on the basis of valuation tables notified by the Government under Section 5-A of the Act *ibid*. The property tax base comprises a total of 41,88,581 property units located in 210 rating areas of 36 districts in Punjab as per valuation lists enforced w.e.f 1st August,2014.

It is apprehended that there may be numerous leakages in the assessment and levy of property tax, which cause loss to the public exchequer and bring bad name to the department. Efforts are at foot to address property tax pilferages through automation of property tax system. In order to detect leakages , check misuse of authority by the departmental functionaries and correctness of automated property tax calculator, this department, in line with the Chief Minister`s directions, intends to have a third party audit and validation report.

2.2 OBJECTIVES OF PROPOSED CONSULTANCY

The objectives of the scheme are as follows:

1. Plugging Leakages
2. Increase in Revenue
3. Improving image of the Department
4. Removing trust deficit

2.3 TOR`s OF THIRD PARTY AUDIT

1. Physically check property units and compare recorded/digitized data with actual data on spot.
2. Identify un-assessed properties with in the assigned areas / localities
3. Check application of valuation tables
4. Check correctness of property tax application software calculator(already developed)
5. Verify genuineness of granted exemptions for the year 2014-2015
6. Financial audit i.e. comparing of receipts with PT-8 register for the year 2013-2014 and 2014-2015
7. Give fortnightly report, identifying variations and leakages due to misclassification and misreporting
8. Give diagnostic report with recommendations

2.3 SCOPE OF WORK OF CONSULTANCY

The overall project will be spread over approx 62139 commercial / partially commercial properties and special properties like petrol pumps, hotels, educational institutions etc. falling in Category-A (Ref Notified valuation Table of Excise & Taxation Department) of six districts i.e. Lahore, Gujranwala, Faisalabad, Rawalpindi, Multan, Sialkot) where property tax record have been computerized and randomly selected 15000 property units of any type/category of any rating area of non-computerized districts of Punjab. Hence, total property units to be audited come to about 77,139. While selecting 15,000/- property units in any rating area of non-computerized district it should be ensure that property units from every district are selected proportionately according to total number of property units of every district.

2.4 TIME PERIOD

Work shall be completed within 4 months.

2.5 SCHEDULE FOR DELIVERABLES

1. Within 15 days of issuance of LOA inception report containing methodology, selection of property units, number of audit teams, timeline for district wise placement of audit teams including number of persons included in the each audit team.
2. Fortnightly reports giving detail of work completed during the period and observations.
3. Report pertaining to any particular district will have to be shown and discussed with the concern director excise, taxation & Narcotics Control Punjab.
4. Complete audit report(Hard & Soft Form) at the end of the work after discussion with Director General, Excise Taxation & Narcotics Control Punjab.

2.6 WORKING LANGUAGE

The working language will be English.

2.7 CORE TEAM OF EXPERTS REQUIRED BY CONSULTANT

The core team of experts will consist of Team Leader, Financial Analyst, Tax Expert and Statistician.

Details of human resource required by the consultant are as follows:

Sr#	Position	Qualification	Experience	No. of posts	Manpower Input (Months)
1	Team Leader	Masters degree in Statistics, Economics, Business Administration or Public Administration from a HEC recognized university	10 years of relevant experience from a reputable organization	1	4
2	Financial Analyst	Masters degree in Business Administration(Finance) or Chartered Accountant from an HEC recognized university	3 years of relevant experience from a reputable organization	1	4
3	Tax Analyst	Masters degree in Business Administration (Tax & Auditing) from an HEC recognized university	3 years of relevant experience from a reputable organization	1	4
4	Statistician	Masters degree in Statistics from an HEC recognized university	3 years of relevant experience	1	4
5	Enumerator	Graduation from HEC recognized university	3 years of relevant experience	4	4
Total				8	4

2.8 EXPECTED DELIVERABLES

In reference with the TOR`s the consultant will deliver the following under the guidance of the assigned supervisory authority.

- **PROGRESS REPORTS:** Give fortnightly report, identifying variations and leakages due to misclassification and misreporting. Check correctness of calculator(for computerized districts)
- **FINAL REPORTS:** Give diagnostic report with recommendations of further improvement in line with the stated objectives. The final report must be structured and are not limited to:
 1. Executive Summary
 2. Programme Description
 3. Evaluation Purpose and Methodology
 4. Findings
 5. Recommendations
 6. Annexes(data collected, key documents consulted etc)

2.9 PAYMENT SCHEDULE:

15 % of the total PO price will be paid after every 30 days(starting from issuance of LOA) subject to completion of deliverables during that period. Remaining amount will be paid after completion of total scope of work.

3. SUBMISSION OF BID

3.1. Labeling

- (a) To be addressed to the following address:

Additional Director General, Competent Authority(Procurement)
Excise, Taxation & Narcotics Control Department Punjab
847-A, Shadman-I
Lahore
Tel. No. 042-99203567

- (b) bear the following identification:

Bid for “Procurement Of Third Party Audit & Validation Services From Already Pre Qualified Firms Shortlisted By Directorate General Monitoring & Evaluation, Planning & Development Department”

DO NOT OPEN BEFORE 6th of February 2018.

- (c) Fax bid will not be entertained.

3.2 Deadline for Submission of Bid

3.2.1 The original bid must be received by the Purchaser / Client at the address specified in Clause 3.1 not later than:

Date: 6th of February 2018.

Time: **1200 hours**

3.3 Late Bid

The bid received by the Competent Authority(Procurement)/Purchaser after the deadline for submission of bid prescribed by the Purchaser, pursuant to Clause 3.2, will be rejected and returned unopened to the bidder.

3.4 Clarification of Bid Document

3.4.1. Prospective bidders at least seven (7) working days prior to last date of submission of proposal may request in writing for clarification of the tender document, the criteria for qualification or any other aspects of the tender document.

3.4.2. To assist in evaluation of bids, the Purchaser may, at its discretion, ask an applicant for a clarification. The bidder must respond within 5 working Days to all questions and provide complete information. Any lapses in providing essential information may result in the disqualification of the bidder.

4. OPENING AND EVALUATION OF BID

4.1 Opening of Bid

The bids shall be opened by the Purchaser/Client at **1400 Hrs on 6th** of February 2018 and bidders shall be given opportunity to be present, at the office of the Competent Authority(Procurement), given below:

Office of the Additional Director General/
Competent Authority (Procurement)
Excise, Taxation & Narcotics Control Punjab
847-A, Shadman-I
Lahore

4.2 Evaluation and Comparison of Bids

The Purchaser / Competent Authority(Procurement) will evaluate and compare the bids previously determined to be substantially responsive.

4.2.1. Technical Evaluation

All the bidders are advised in their own interest to provide the following for a fair evaluation of their capacity for the issuance of Letter of Acceptance /Purchase Order. Failure to furnish any of the requisite documents will impact on the possibility of success of the bidder. A duly filled copy of the mandatory documents shall be annexed and attached with the sealed envelope by every bidder. All pre-qualified bidders will submit undertaking for complete scope of work as well as entire tender document along with mandatory clauses Technical Evaluation. All the pre-qualified bidders will also submit financial proposal against scope of work mentioned in the tender document. An evaluation criterion is given below:

MANDATORY	
Description	Criteria
Certificate of Registration of Firms / Company / Distributor / Dealer	Mandatory
General Sales Tax Registration	Mandatory
Conformance to the Tender Document	Mandatory
Undertaking on Stamp paper that the firm is not blacklisted on date of submission of Bid	Mandatory

4.2.2. Financial Evaluation

Financial bids of the successful bidders (Technically Qualified) will be opened publically and Letter of Acceptance /Purchase order will be issued to the lowest bidder as per PPRA 2014(Updated) rules & regulations. Financial bids of the technically disqualified proponents will be returned unopened.

5. PRICE SCHEDULE

Bidders are required to fill the tables below and attached along financial proposal

Sr.#	ITEM	TOTAL PRICE(Inclusive of All taxes)
1	COMPLETE SCOPE OF WORK	

6. BID FORM

To:

Additional Director General/
 Competent Authority(Procurement)
 Excise, Taxation & Narcotics Control Department Punjab,
 847-A, Shadman-I, Lahore
 Tel. No. 042-99202775-76

Dear Sir

Having examined the bidding documents the receipt of which is hereby duly acknowledge, for the above Contract, we, the undersigned, offer to supply of services below in conformity with the TOR's in the bidding documents as per the following price.

Sr#	Item Name	Total Price (PKR) (inclusive of all taxes)
1	COMPLETE SCOPE OF WORK	
	Grand Total	

We understand that the purchaser / Competent Authority(Procurement) to award the Purchase Order for the procurement of above mentioned item to a single lowest bidder on the basis of consolidated bids. We undertake, if our bid is accepted, we will complete the Works in accordance with the Execution Schedule provided in the Schedule-A Special Stipulations to Bid.

If our Bid is accepted, we will provide the performance guarantee of 10 % of the total value of the purchase order. Our prices are inclusive of all applicable Government taxes from time to time and no revision shall be made on account of taxes during the contract period.

We understand that the process of procurement is governed by PP Rules 2014. However any additional conditions specified in the bidding document shall remain applicable.

Dated this-----day of -----2017

BIDDER

Signature -----

Name-----

Title:-----

Address.-----

WITNESS

Signature -----

Name -----

Title-----

Address-----

7. SCHEDULE –A : SPECIAL STIPULATIONS

For ease of reference, certain information and Special Stipulations applicable to the Contract are set forth herein.

- | | | |
|----|---|---|
| 1. | Amount of Performance Guarantee before the issuance of Purchase Order | 10% of the offer / total amount |
| 2. | Delivery of Services: | As per this tender document. |
| | Execution / delivery Schedule | Work shall be completed within 4 months from the date of issuance of LOA |
| 3. | Penalty | 2% of the PO Price will be imposed as penalty for delay of each deliverable as indicated in scope of work |
| | Limit of Liquidated Damages | Not to exceed in the aggregate ten percent (10%) of Contract Price |

8. PERFORMANCE SECURITY FORM

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Goods and render the Services against Tender . _____ (hereinafter called "the Contract") for the Contract Value of PKR (in figures _____) (in words _____)

AND WHEREAS it has been stipulated in the Tender Document that the successful Tenderer shall furnish Performance Security, within fourteen working days of the receipt of the Acceptance Letter/PO from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Purchaser, for a sum equivalent to 10% of the contract value, valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee; THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract;
2. If the Contractor fails to fulfill any of the obligations under the Contract;
3. If the Contractor violates any of the provisions of the Contract.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until all Obligations have been fulfilled in accordance with the Contract, whichever is later. Date

this _____ day of 2017.

GUARANTOR

Signature _____
 CNIC # _____
 Name _____
 Designation _____
 Address _____

9. Contract Form

THIS CONTRACT is made at _____ on the day of_ 2017, between the [Full name & address of the procuring agency] (hereinafter referred to as the “Procuring Agency”) of the First Part; and M/s (firm name) a firm having its registered office at (address of the firm) (hereinafter called the “Supplier”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

WHEREAS the Procuring Agency invited bids for procurement of services, in pursuance where of M/s (firm name) being the Manufacturer/ authorized Supplier of services/ authorized Agent of (item name/service name) in Pakistan and ancillary services offered to supply the required service (s); and Whereas the Procuring Agency has accepted the bid by the Supplier for the supply of (item name) and related services in the sum of Rs (amount in figures and words) cost per unit, the total amount of (quantity of goods) shall be Rs (amount in figures and words).

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 General Conditions of this Contract hereinafter referred to as “Contract”:
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:-
 - a. the Price Schedule submitted by the Bidder,
 - b. the Tender Document;
 - c. the Advertisement;
 - d. the General Conditions of Contract;
 - e. the Bid & its clarifications.
3. In consideration of the payments to be made by the Procuring Agency to the Supplier of services as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the Services etc. and to remove/rectify defects therein in conformity in all respects with the provisions of this Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. [The 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 the Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of the Punjab) through any corrupt/collusive business practice.

6. Without limiting the generality of the foregoing, [the Seller/ Supplier] represents and warrants that it has fully declared the brokerage, commission, fees 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 consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab, except that which has been expressly declared pursuant hereto.
7. [The Supplier] certifies that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of the Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
8. [The Supplier] accepts full responsibility and strict liability for not making any false declaration, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty and making full disclosure of all relevant information as required by procuring agency. 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 Government of the Punjab under any law, Contract or other instrument, be voidable at the option of Government of the Punjab.
9. Notwithstanding any rights and remedies exercised by Government of the Punjab in this regard, [The Supplier] agrees to indemnify Government of the Punjab for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of the Punjab in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [The Seller/ 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 Government of the Punjab.
10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. Secretary Law or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.
11. This Contract shall be governed by the laws of Punjab Government and the courts of Punjab (Pakistan) shall have exclusive jurisdiction.

- 12 Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, which cannot be amicably settled between the Parties, shall be referred to mediation in accordance with the Center for Effective Dispute Resolution (CEDR) Model Mediation Procedure and to be conducted by a mediator who is duly accredited by CEDR. Both Parties shall appoint a mediator who is mutually acceptable. If the Parties fail to agree upon a mediator within fourteen (14) days after one Party has notified the other in writing of the dispute, then, the courts at Punjab (Pakistan) may be requested by either Party to appoint a CEDR-accredited mediator. The venue for the mediation proceedings shall be in Punjab (Pakistan). The language of mediation and the appropriate documentation shall be English

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at (the place) and shall enter into force on the day, month and year first above mentioned.

Signed/ Sealed by the Manufacturer/
authorized Supplier

Signed/ Sealed by Procuring Agency

1.

1.

2.

2.