

**Directorate General, Excise, Taxation &  
Narcotics Control,  
Government of Khyber Pakhtunkhwa**



**REQUEST FOR PROPOSAL (RFP)**

**For**

**HIRING CONSULTANCY SERVICES**

**For**

**URBAN IMMOVABLE PROPERTY TAX SURVEY IN DISTRICT  
MARDAN AND UPGRADATION OF UIP TAX SYSTEM**

**ADP No. 275/190140(2019-20)**

**Directorate General, Excise, Taxation, and Narcotics Control  
Khyber Pakhtunkhwa, Shami Road, Peshawar**

**Phone No.091-9212260, 091-9212261, Fax:091-9211474**

Letter of Invitation (LOI)

RFP No. DP No. 275/190140(2019-20) Director Revenue Excise  
Peshawar, dated 14/02/2020

Dear M/S.....,

1. The Director Revenue, Excise, Taxation and Narcotics Control, Government of Khyber Pakhtunkhwa, requires the services of a reputed Survey firm, organization, other body incorporate for conducting independent survey of taxable units and taxable services and their assessment in District Mardan, as outlined in the Terms of Reference (TORs).
2. The Survey firm shall provide and render services to the Department with regard to carrying out property tax survey in District Mardan, GIS mapping, tax assessments based on physical survey, taking photos of properties, data entry of survey, assessments, allied activities and any other information ancillary thereto.. Progress of survey is to be submitted stage wise reports and be presented to the Department.
3. The Surveyor may be company, have good name, standing, requisite experience, expertise and professional reputation for performing similar job/ assignment and should not be on the defaulters or negative list of any department, ministry, statutory / regulatory body / authority etc.
4. The bidder is required to submit their proposals through **single stage two envelope** in one covering envelope separately sealed technical and financial proposals to the Project Director/ Director Revenue, Excise, Taxation and Narcotics Control on prescribed forms available in the bidding document, which can be obtained from the office of Computer Programmer, Directorate General, ETand Nc or can be downloaded from official website: [www.kpexcise.gov.pk](http://www.kpexcise.gov.pk)
5. The bidder will be selected under **Quality and Cost-Based Selection** and procedures described in this RFP, in accordance with the Khyber Pakhtunkhwa Public Procurement Regulatory Authority Rules 2014.

6. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal: - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Forms of Contract

7. Please inform us in writing at the following address: Director Revenue/ Project Director, Excise & Taxation, Shami Road Peshawar within 3 days of receipt:

- a) That you have received/ downloaded the Letter of Invitation; and
- b) Whether you will submit a proposal alone or in association.

Yours sincerely,

**Salahuddin,**

Director Revenue,  
Excise, Taxation, and Narcotics Control,  
Khyber Pakhtunkhwa, Peshawar

## Section 2 - Instructions to Consultants and Data Sheet

### Definitions:

- a) "Bidder/Tenderer" means a registered Company, public entity, Survey firms, social sector organization, not-for-profit entities, development financial institution (domestic and international) complying with criteria given in this document that has submitted its bid as per the criteria/specifications listed.
- b) "Bidding document" means this document along with its appendices and annexure offered to the potential survey firms as a result of RFP against payment of specified charges in order to invite technical and financial bids from those survey firms to conduct independent survey of Urban Immovable property taxable units, and their assessment in Mardan
- c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC) by which the GC may be amended or supplemented, and the Appendices.
- d) "Contract Price" means the entire sum of portion thereof payable to the Survey firm under the Contract for the full and proper performance of its contractual obligations.
- e) "Client" means the agency with which the selected Consultant signs the Contract for the Services.
- f) "Consultant" means any entity including a Joint Venture that will provide the Services to the Client under the Contract.
- g) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific assignment conditions.
- h) "Day" means calendar day.
- i) "Government" means the Government of Khyber Pakhtunkhwa.
- j) "Instructions to Consultants" means the document which provides Consultants with all information needed to prepare their Proposals.

- k) "Joint Venture" means a Consultant which comprises two or more Partners each of whom will be jointly and severally liable to the Client for all the Consultant's obligations under the Contract.
- l) "Personnel" means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof.
- m) "Proposal" means a technical proposal or a financial proposal, or both.
- n) "QCBS" means Quality- and Cost-Based Selection.
- o) "RFP" means this Request for Proposal.
- p) "Services" means the work to be performed pursuant to the Contract.
- q) "Standard Electronic Means" includes facsimile and email transmissions.
- r) "Sub-Consultant" means any person or entity with whom the Consultant associates for performance of any part of the Services and for whom the Consultant is fully responsible.
- s) "Terms of Reference" (TOR) means the document included in the RFP, which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

## **1. Introduction**

- 1.1 The Director Revenue/ Project Director, Excise, Taxation and Narcotics Control, Khyber Pakhtunkhwa will select a consulting firm/organization (the Consultant), in accordance with the method of selection specified in the Data Sheet.
- 1.2 The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant. To prepare a proposal, please use the attached Forms / Documents listed in the Data Sheet.

- 1.3 Consultants requiring a clarification of the Documents must notify the Director Revenue ET&NC, in writing, not later than Seven (07) days before the proposal submission date. Any request for clarification in writing shall be sent to Director Revenue ET&NC address indicated in the Data Sheet. The Director Revenue, ET&NC shall respond to such requests and copies of the response shall be sent to all invited Consultants.
- 1.4 Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional.
- 1.5 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the Documents by amendment. The amendment will be sent in writing to all invited consulting firms or a revised RFP will be uploaded on official website of the department and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.
- 1.6 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Director Revenue ET&NC reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- 1.7 Director Revenue ET&NC may provide facilities and inputs as specified in Data Sheet.

## **2. Conflict of Interest & Conflicting Relationships**

- 2.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Entity interest Paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Entity, or that may

reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

2.1.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- i. A consultant that has been engaged by the procuring Entity to provide goods, works or services other than Consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.
- ii. A Consultant (including its Personnel and Sub Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Entity.
- iii. A Consultant (including its Personnel and Sub Consultants) that has a business or family relationship with a member of the Procuring Entity's staff who is directly or indirectly involved in any Part of (a) the preparation of the Terms of Reference of the Assignment, (b) the selection process for such assignment, or (c) supervisions of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

2.1.3 Government officials and civil servants may be hired as consultants only if:

- i. They are on leave of absence without Pay;
- ii. They are not being hired by the Entity they were working for, six months prior to going on leave; and

iii. Their employment would not give rise to any conflict of interest.

## 2.2 Fraud and Corruption:

2.2.1 It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Entity follows the instructions contained in Khyber Pakhtunkhwa Public procurement Rules 2014 which defines "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another Party for wrongful gain or any act or omission, including misrepresentation, that knowingly or recklessly misleads or attempt mislead a Party to obtain a financial or other benefit or to avoid an obligation; Under Rule 44 of KPPR 2014, "The PE can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the KPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard".

## 2.3 Integrity Pact:

Pursuant to section 16(2)(3) of KPPRA Act 2012 Consultant undertakes to sign an Integrity Pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million.

2.4 The GCC along with the provision of KPPRA Act 2012, Procurement Rules 2014 and the SBDs made there under will also be applicable mutatis mutandis.

## 3. Preparation of Proposal

3.1 In preparing the proposal, Consultants are expected to examine all terms and instructions included in the Documents. Material deficiencies (deviation from scope, experience and qualification of personnel etc.) in providing the requested information may result in rejection of a proposal.

3.2 The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Entity shall be written in English. However, it is



desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.

### **3.3 Technical Proposal**

3.3.1 During preparation of the technical proposal, Consultant must give particular attention to the following:

- i. If a Consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with other firms or entities. You may not associate with the other firms invited for this Assignment unless specified in the Data Sheet.
- ii. The estimated number of key professional staff-months required for the Assignment is stated in the Data Sheet. Your proposal should be based on a number of key professional staff-months substantially in accordance with the above number. However you may propose changes in the light of your experience through your comments on the TOR.
- iii. It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- iv. Proposed professional staff must have relevant experience to the assignment, preferably working under similar geographical condition.
- v. No alternative to key professional staff shall be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- vi. Study reports must be in the English Language. Working knowledge of the national language by the firm's personnel is recommended. The knowledge of the regional language where the Assignment is located will be considered additional qualification.

3.3.2 The Technical Proposal shall provide the following information, using the formats attached in Section 3:

- i. TECH 2 – A brief description of the Consultant's organization and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff, duration of the assignment, contract amount and firm's involvement.
- ii. TECH 3 – Any comments or suggestions on the TORs and on the data; a list of services and facilities to be provided by the Client and those indicated in the TORs.
- iii. TECH 4 – A detailed description of proposed approach and methodology
- iv. TECH 5 – The list of the proposed staff team by specialty, the tasks that would be assigned to each staff members and their timing.
- v. TECH-6 – CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the Consultant and degree of responsibility held in various assignments especially during the last ten (10) years.
- vi. TECH 7 – Estimates of total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member
- vii. TECH 8 – A work plan, illustrated with a gantt chart of activities and graphics of the critical path method (CPM) or Project Evaluation Review Techniques (PERT) type.
- viii. TECH 9 – A schedule for compilation and submission of various types of reports as envisaged in of TORs.
- ix. Any additional information as requested in the Data Sheet.

3.3.3 The technical proposal shall not include any financial information.

### 3.4 Financial Proposal

- 3.4.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (in the field and at the Consultants' office), and (b) reimbursable expenses indicated in the Data Sheet (if applicable). Alternatively Consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 3.4.2 All costs shall be expressed in Pak Rupees.
- 3.5 The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.

## 4. Submission of Proposals

- 4.1 Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 Proposal shall contain no interlineations or overwriting. All Pages of the original Technical and Financial Proposals will be initialled by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal.
- 4.3 The Consultant must submit one original technical proposal and one original financial proposal. The original Technical Proposal shall be placed in a sealed envelope clearly marked "**Technical Proposal**" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "**Financial Proposal**" followed by name of the assignment, and with a warning "**Do Not Open With The Technical Proposal**" If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive. These two

envelops, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, **“Do Not Open, Except in Presence of the Evaluation Committee.”**

- 4.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the PE no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the PE after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PE's internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission.
- 4.5 The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, you shall keep available the professional staff proposed for the assignment. The Client shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period. Should the need arise; however, the Procuring Entity may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

## **5. Proposal Evaluation**

- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the PE on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the PE in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
- 5.2 Single stage- two envelope procedure shall be adopted in ranking of the proposals. The evaluation method shall be **Quality cum Cost Based Selection**. The technical evaluation shall be carried out first, followed by the financial evaluation. Firms shall be ranked using a combined technical and financial score. The Contract will be awarded to the best evaluated bid on the basis of **Highest**

**Ranking Fair Bid** under Section 2 (C)(i) of KPPRA Act 2012. Determination of successful bidder shall be made on the basis of grading obtained in technical evaluation and submitted financial bid, to which weightage of **70:30** has been assigned respectively.

### **5.3 Evaluation of Technical Proposal**

The evaluation committee appointed by the Client shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.

### **5.4 Evaluation of Financial Proposal**

- 5.4.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total cost and major components of each proposal read aloud and recorded. Copy of the record shall be sent to all Consultants.
- 5.4.2 The Client shall inform the date, time and address for opening of financial proposals as indicated in the data Sheet.
- 5.4.3 The evaluation committee shall determine whether the financial proposals are complete and without computational errors. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a Partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 5.4.4 The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

## 6. Negotiations

- 6.1 Prior to the expiration of proposal validity, the Client shall notify the successful Consultant that submitted the highest ranking proposal in writing invite it to negotiate the Contract.
- 6.2 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PE proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
- 6.3 Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The PE and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Minutes of negotiations, which will be signed by the PE and the Consultant, will become Part of Contract Agreement.
- 6.4 Changes agreed upon shall then be reflected in the financial proposal, using proposed unit rates (no negotiation of the staff remuneration/month rates).
- 6.5 Having selected Consultants on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the staff named in the proposal. Prior to contract negotiations, the Client shall require assurances that the staff members will be actually available. The Client shall not consider substitutions of key staff unless both Parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

- 6.6 The negotiations shall be concluded with a review of the draft form of the contract. The Client and the Consultants shall finalize the contract to conclude negotiations. If negotiations fail, the Client shall invite the Consultants that received the second highest score in ranking to Contract negotiations. The procedure will continue with the third in case the negotiation process is not successful with the second ranked consultants.

## **7. Award of Contract**

- 7.1 The contract shall be awarded after successful negotiations with the selected Consultants and approved by the competent authority. Upon successful completion of negotiations /initialling of the draft contract, the Client shall promptly inform the other Consultants that their proposals have not been selected.
- 7.2 After publishing of award of contract, the Consultant is required to submit a Performance security at the rate indicated in data sheet.
- 7.3 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

## **8. Confirmation of Receipt**

- 8.1 Please inform the Client:
- i. That you received the letter of invitation;
  - ii. Whether you will submit a proposal; and
  - iii. If you plan to submit a proposal, when and how you will transmit it.

## 9. Data Sheet

1.1	The name of the Client is: <b>Director Revenue, Excise, Taxation and Narcotics Control, Khyber Pakhtunkhwa</b>
1.2	Financial Proposal to be submitted with Technical Proposal: <b>Yes (in separate envelopes duly mentioning the name at top right corner)</b>
1.3	The address for seeking clarification is: <b>Director Revenue, Excise, Taxation and Narcotics Control, Khyber Pakhtunkhwa, Auqaf Complex, Shami Road, Peshawar., Phone No.091-9212261 Email: ddexcise79@yahoo.com</b>
1.7	The Client will provide the inputs and facilities <b>mentioned in TORs.</b>
3.4.1	<ul style="list-style-type: none"> <li>• A per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office for purposes of the Services;</li> <li>• Cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;</li> <li>• Cost of office accommodation, investigations and surveys;</li> <li>• Cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services;</li> <li>• Cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services;</li> <li>• Cost of printing and dispatching of the reports to be produced for the Services;</li> <li>• Other allowances where applicable and provisional or fixed sums (if any); and</li> <li>• Cost of such further items required for purposes of the Services not covered in the foregoing</li> </ul>
4.3	The number of copies of the Proposal required is: <b>One original</b>
4.4	The address for submitting proposal is: <b>Director Revenue, Excise, Taxation and Narcotics Control, Khyber Pakhtunkhwa, Auqaf Complex, Shami Road, Peshawar. Phone No.091-9212261 Email: <a href="mailto:ddexcise79@yahoo.com">ddexcise79@yahoo.com</a></b>  The deadline for submission of proposal: <b>23-06-2020</b>
4.5	Validity period of the proposal is (days, date): <b>120 days</b>



5.3	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table border="1" data-bbox="289 262 1435 716"> <thead> <tr> <th data-bbox="289 262 391 302">S.No</th> <th data-bbox="391 262 1260 302">Description</th> <th data-bbox="1260 262 1435 302">Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="289 302 391 359">i.</td> <td data-bbox="391 302 1260 359"><b>Profile</b></td> <td data-bbox="1260 302 1435 359"><b>10</b></td> </tr> <tr> <td data-bbox="289 359 391 453">ii.</td> <td data-bbox="391 359 1260 453"><b>Specific experience of the Bidders relevant to the assignment</b></td> <td data-bbox="1260 359 1435 453"><b>40</b></td> </tr> <tr> <td data-bbox="289 453 391 510">iii.</td> <td data-bbox="391 453 1260 510"><b>Financial Strength</b></td> <td data-bbox="1260 453 1435 510"><b>10</b></td> </tr> <tr> <td data-bbox="289 510 391 567">iv.</td> <td data-bbox="391 510 1260 567"><b>Project Team</b></td> <td data-bbox="1260 510 1435 567"><b>20</b></td> </tr> <tr> <td data-bbox="289 567 391 661">v.</td> <td data-bbox="391 567 1260 661"><b>Adequacy of the proposed approach, methodology and work plan in responding to the Terms of Reference</b></td> <td data-bbox="1260 567 1435 661"><b>20</b></td> </tr> <tr> <td colspan="2" data-bbox="289 661 1260 716" style="text-align: center;"><b>TOTAL POINTS</b></td> <td data-bbox="1260 661 1435 716" style="text-align: center;"><b>100</b></td> </tr> </tbody> </table> <p>The minimum technical score required to pass is: <b>60 Points</b></p>	S.No	Description	Points	i.	<b>Profile</b>	<b>10</b>	ii.	<b>Specific experience of the Bidders relevant to the assignment</b>	<b>40</b>	iii.	<b>Financial Strength</b>	<b>10</b>	iv.	<b>Project Team</b>	<b>20</b>	v.	<b>Adequacy of the proposed approach, methodology and work plan in responding to the Terms of Reference</b>	<b>20</b>	<b>TOTAL POINTS</b>		<b>100</b>
S.No	Description	Points																				
i.	<b>Profile</b>	<b>10</b>																				
ii.	<b>Specific experience of the Bidders relevant to the assignment</b>	<b>40</b>																				
iii.	<b>Financial Strength</b>	<b>10</b>																				
iv.	<b>Project Team</b>	<b>20</b>																				
v.	<b>Adequacy of the proposed approach, methodology and work plan in responding to the Terms of Reference</b>	<b>20</b>																				
<b>TOTAL POINTS</b>		<b>100</b>																				
5.4.2	The financial proposals will be opened on date, time and address <b>to be notified by the Client after evaluation of technical proposals.</b>																					
6.2	Negotiations will be held at the date, time and address <b>to be notified by the Client after evaluation of technical and financial proposals.</b>																					
7.2	<p>Successful Consultant is required to submit Performance security as under:</p> <ol style="list-style-type: none"> <li data-bbox="321 993 1435 1213">i. Within ten (10) working days of the receipt of the Acceptance Letter from the Department; in the form of a CDR, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Department; denominated in Pak Rupees; have a minimum validity period of one year from the date of Acceptance letter or until the date of expiry of yearly support period.</li> <li data-bbox="321 1224 1435 1602">ii. The successful tenderer shall submit a CDR of 5% of the contract value (Quoted price for conducting the survey), the proceeds of the Performance Security shall be payable to the Department, on occurrence of any / all of the following non remediable eventualities: <ol style="list-style-type: none"> <li data-bbox="435 1381 1435 1413">a. If the Survey firm commits a default under the Contract;</li> <li data-bbox="435 1423 1435 1455">b. If the Survey firm fails to fulfil any of the obligations under the Contract</li> <li data-bbox="435 1465 1435 1497">c. If the Survey firm violates any of the terms and conditions of the Contract.</li> <li data-bbox="435 1507 1435 1602">d. The Performance Security shall be returned to the Tenderer after 60 days of completion of the contract or after 60 days of any extended period, whatever may be the case.</li> </ol> </li> </ol>																					
7.3	<p>The Assignment is expected to commence on:-</p> <p style="text-align: center;">Date: _____</p> <p style="text-align: center;">Location: Mardan District, <u>Khyber Pakhtunkhwa</u></p>																					

## 10. Technical Evaluation Criteria

Maximum points for Technical Evaluation are **70**. Bidders who score 42 (60%) or

more in the technical evaluation will be technically successful. Bidders who fail to gain a score of 42 in technical evaluation will be disqualified.

Relative Weights given to the different evaluation criteria are shown in the table below:

Weight	Evaluation Criteria	Weight age
W1	Profile	10%
W2	Experience	40%
W3	Financial Strength	10%
W4	Project Team	20%
W5	Approach and Methodology	20%

**NOTE:** The Technical Score,  $S_t$  will then be obtained by the following formula:

$$S_t = A_1 \cdot W_1 / 100 + A_2 \cdot W_2 / 100 + A_3 \cdot W_3 / 100 + A_4 \cdot W_4 / 100 + A_5 \cdot W_5 / 100$$

Where;  
 $S_t$  = Technical Score

$A_1$  = Profile,

$A_2$  = Experience

$A_3$  = Financial Strength

$A_4$  = Project Team

$A_5$  = Approach & Methodology.

The technical criteria and their details are given below:

### 10.1 PROFILE (A1):

Profile of each bidder will be evaluated on the basis of the following four factors:

Item	Score	Criteria	Documentary Evidence
Year of incorporation (A) 25		(Number of years of incorporation of the bidder in consideration/ Maximum number of years of incorporation amongst all the Bidders)*25	Registration/ Incorporation Certificate
Quality Compliance (B)	25	ISO 9001 or similar	Relevant International Certification
Information Security (C)	25	ISO 27001 or similar	Relevant International Certification
Office in Khyber Pakhtunkhwa (D)	25	Office Address	Ownership evidence/ rent agreement
<b>Total A1= (A+B+C+D)</b>	<b>100</b>		

### 10.2 EXPERIENCE (A2):

Experience of each bidder will be evaluated on the basis of the following factors:

Item	Score	Criteria	Documentary Evidence
Value of Tax related Survey Projects in last 10 years in public/private sector in Pakistan excluding Khyber Pakhtunkhwa	15	(Total value of Tax related Survey Projects in last 10 years in public/private sector in Pakistan excluding Khyber Pakhtunkhwa of the bidder in consideration/ Maximum value amongst all the bids for Value of Tax related Survey Projects in last 10 years in public/private sector in Pakistan excluding Khyber Pakhtunkhwa) * 15	Completion Certificate along with contract mentioning the scope and value of projects.
Value of projects of Development of GIS Cadastral maps related to Property record management in Public/Private Sector (I)	30	(Total Value of projects of Development of GIS Cadastral maps related to Property record management in Public/Private Sector of the bidder in consideration / Maximum value amongst all the bids for Development of GIS Cadastral maps related to Property record management in Public/Private Sector) * 30	Completion Certificate along with contract mentioning the scope and value of projects.
Value of Tax related Survey Projects in last 10 years in public/private sector in Khyber Pakhtunkhwa	15	(Total Value of Tax related Survey Projects in last 10 years in public/private sector in Khyber Pakhtunkhwa of the bidder in consideration / Maximum value amongst all the bids for Tax related Survey Projects in last 10 years in public/private sector in Khyber Pakhtunkhwa) * 15	Completion Certificate along with contract mentioning the scope and value of projects.
Value of projects of GIS based Physical Survey of UIP Tax/ Land Record(H)	30	(Total value of projects of GIS based Physical Survey of UIP Tax/ Land Record / Maximum value amongst all the bids for projects of projects of GIS based Physical Survey of UIP Tax/ Land Record) * 30	Completion Certificate along with contract mentioning the scope and value of projects.
Value of Scanning/ Data	10	(Total Value of Scanning/ Data Entry implemented projects in	Completion Certificate along

Entry implemented projects in last 10 years in public/private sector		Public/ Private Sector of the bidder in consideration / Maximum value amongst all the bids for projects of Scanning/ Data Entry implemented projects in Public/ Private Sector) * 10	with contract mentioning the scope and value of projects.
<b>Total A2 = (E+F+G+H+I)</b>	<b>100</b>		

### 10.3 FINANCIAL STRENGTH (A3):

Financial Strength of each bidder will be evaluated on the basis of the following two factors:

#### a. Liquidity

Liquidity measures a bidder's ability to utilize its resources available to meet its short term commitments. If a bidder cannot meet its short term commitments on time, it eventually may become insolvent. The financial ratio that measures liquidity is the current ratio. The current ratio measures the size of a bidder's current assets to the size of its current liabilities.

#### b. Profitability

Profitability measures a bidder's ability to generate profit or positive net income. If a bidder is not profitable it eventually may become insolvent.

Item	Score	Criteria	Documentary Evidence
Current Ratio of the last one year (J)	60	(Current Ratio of the bidder in consideration / Maximum Current Ratio amongst all the bidder) * 60	Audited Financial Statements of the last 01 year
Net Income (Profit) during the last 03 years on an annual basis (K)	40	(Net Income (Profit) of the bidder in consideration each year / Maximum Net Income (Profit) amongst all the bidders) * 40	Audited Financial Statements of the last 03 years
<b>Total A3 = (J+K)</b>	<b>100</b>		

### 10.4 PROJECT TEAM (A4):

This section of the evaluation rates the team nominated by the bidders to execute the assignment. Employment contract supported by bank statement/certificate of the last one year in respect of each employee shall be provided as proof of employment with the consultant, otherwise no score shall be provided under this category. For this, each CV will be evaluated separately on the basis of education and past experience of the following required human resource:-

**Required Human Resource (Attach Detailed CVs) ..... 100**

a.	Project Manager	15
b.	MIS Specialist	09
c.	System Engineer	05
d.	Network Engineer	05
e.	Business Process Reengineering Expert	05
f.	Software/Application Developers (02 No.)	08
g.	Revenue Expert	05
h.	Database Specialist	05
i.	Testing/SQA Expert	05
j.	Survey Coordinator	10
k.	GIS Specialist	05
l.	GIS Development Specialist	05
m.	GIS Developers (02 No.)	08
n.	System Security Expert	05
o.	Training Specialist	05

All firms are to be evaluated for a project team as required above. Each required team member will be evaluated on the basis of the following four factors:-

Item	Score	Criteria	Documentary Evidence
Relevant Education & Qualification (L)	30	MS (18 year) 100% BS (16 year) 80%	CV + Academic Documents
Professional Experience (M)	50	>15 years = 100% >10 years = 80% >5 years = 70% >3 years = 50% <3 years = No marks	CV
Time with the Bidder (N)	20	> 05 years = 100% > 03 years = 70 % > 01 year = 50 % < 01 year = No marks	CV + Employment Contract + Bank Statement/ Certificate of the last one year
<b>Total A4 = (L+M+N)</b>	<b>100</b>		

**10.5 APPROACH & METHODOLOGY (A5):**

The procurement committee may award the marks for this section based on their proposal as well as demonstration.

This section will evaluate the bidder's solution to the given problem, i.e. the consultancy assignment. This section, which comprises two sub sections, i.e. a) Understanding & Innovativeness, and b) Methodology, will be completed by the domain specialists.

Item	Score
Understanding, Readiness and Innovativeness (O)	50
Approach and Methodology (P)	50

Each section contains several questions that can be given either of the following grades depending on the content of the technical proposal and the performance of the bidder during the presentation to the Procurement Committee of the Client:

Grade (G)	Quality (Q)	Weight (W)
A	Excellent	1
B	Good	0.75
C	Average	0.50
D	Absent / Below Average	0

#### a) UNDERSTANDING, READINESS AND INNOVATIVENESS (O)

S. No.	Criteria	Grade
1	What is the depth of the firm's understanding of the requirements and objectives of the consultancy assignment?	
2	How comprehensive is the Support and Maintenance plan that will address all needs of Support covering all areas of complete CUIPTMIS Solution/ Entire Setup	
3	What is the level of identification of potential risks that will affect the execution of the assignment, and what is the quality of the mitigation strategies proposed?	
4	Are there strategies proposed by the firm to complete the study earlier than proposed timelines without compromising the quality?	
5	Soundness of Security and Audit aspect of Entire Solution/Setup	

**Step 1:**

Each grade is converted into its weight (W) and added up to get a total score (N).

**Step 2:**

N is divided by 5, i.e. the maximum attainable score, and multiplied with the component weight to get the component score:

$$\text{Component score (O)} = (N/5) \times 50$$

**b) METHODOLOGY (P)**

S. No.	Criteria	Grade
1	How in-depth is the Statement of Work: does it fully cover the scope of the assignment and is it sufficiently developed to ensure assignment completion?	
2	How developed is the Work Breakdown Structure (WBS) for the assignment?	
3	How suitable is the Resource Assignment Matrix (RAM) and its linkage with the WBS?	
4	How suitable is the Work Plan (staffing schedule): is the resource utilization sufficient and practical?	

**Step 1:**

Each grade is converted into its weight (W) and added up to get a total score (N).

**Step 2:**

N is divided by 4, i.e. the maximum attainable score, and multiplied with the component weight to get the component score:

$$\text{Component score (P)} = (N/4) \times 50$$

$$A5 = O + P$$

## Section 3 – Technical Proposal Forms

### Form TECH-1. Technical Proposal Submission Form

[Location, Date]

To:

**Director Revenue, Excise, Taxation, and Narcotics Control  
Shami Road, Peshawar.**

Dear Sir:

We, the undersigned, offer to provide the consulting services for **urban immovable property tax survey in district Mardan and up gradation of UIP tax system (ADP NO. 275/190140(2019-20)** in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Consultant]*<sup>1</sup>

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]': \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

---

<sup>1</sup> [Delete in case no association is foreseen.]



## Form TECH-2. Consultant's Organization and Experience

### ***A - Consultant's Organization***

*[Provide here a brief (two Pages) description of the background and organization of your firm/entity and each associate for this assignment.]*

## ***B - Consultant's Experience***

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use max 20Pages.]*

<b>Assignment name:</b>	<b>Approx. value of the contract (in current US\$ or Euro):</b>
<b>Country:</b> <b>Location within country:</b>	<b>Duration of assignment (months):</b>
<b>Name of PE:</b>	<b>Total No of staff-months of the assignment:</b>
<b>Address:</b>	<b>Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):</b>
<b>Start date (month/year): Completion date (month/year):</b>	<b>No of professional staff-months provided by associated Consultants:</b>
<b>Name of associated Consultants, if any:</b>	<b>Name of senior professional staff of your firm involved and functions Performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):</b>
<b>Narrative description of Project:</b>	
<b>Description of actual services provided by your staff within the assignment:</b>	

Firm's Name:

Form TECH-3. Comments and Suggestions on the Terms of Reference  
and on Counterpart Staff and Facilities to be provided by the Client

***A - On the Terms of Reference***

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve Performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal. ]*

## ***B - On Counterpart Staff and Facilities***

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

## Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment

(For small or very simple assignments the PE should omit the following text in Italic)

*[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:*

*a) Technical Approach and Methodology,*

*b) Work Plan, and*

*c) Organization and Staffing,*

*a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the exacted output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

*b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the PE), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.*

**Organization and Staffing.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]



## Form TECH-6. Curriculum Vitae (CV) for Proposed Professional Staff

1. Proposed Position [*only one candidate shall be nominated for each position*]: \_\_\_\_\_

2. Name of Firm [*Insert name of firm proposing the staff*]: \_\_\_\_\_

3. Name of Staff [*Insert full name*]: \_\_\_\_\_

4. \_\_\_\_\_ Date \_\_\_\_\_ of \_\_\_\_\_ Birth:  
\_\_\_\_\_ Nationality: \_\_\_\_\_

5. \_\_\_\_\_ Ed  
ucation [*Indicate college/university and other specialized education of staff member, giving  
names of institutions, degrees obtained, and dates of obtainment*]: \_\_\_\_\_

6. Membership of Professional Associations: \_\_\_\_\_

7. Other Training [*Indicate significant training since degrees under 5 - Education were  
obtained*]: \_\_\_\_\_

8. Countries of Work Experience: [*List countries where staff has worked in the last ten years*]:

9. Languages [*For each language indicate proficiency: good, fair, or poor in speaking,  
reading, and writing*]:

10. Employment Record [*Starting with present position, list in reverse order every employment held by staff  
member since graduation, giving for each employment (see format here below): dates of employment, name of  
employing organization, positions held. ]:*

From [*Year*]: \_\_\_\_ To [*Year*]:

Employer: \_\_\_\_

Positions held: \_\_\_\_\_

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be Performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: Year:</p> <p>Location: PE:</p> <hr/> <p>Main project features: Positions held:</p> <hr/> <p>Activities Performed:</p>
---	--

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]* *Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_



## Form TECH-7. Estimates of total staff input

N°	Name of Staff	Staff input (in the form of a bar chart) <sup>2</sup>												Total staff-month input		
		i	2	3	4	5	6	7	8	9	10	11	12	n	Home Field <sup>3</sup>	Total
<b>Foreign</b>																
1		[Home]														
		[Field]														
2																
3																
n																
												<b>Subtotal</b>				
<b>Local</b>																
1		[Home]														
		[Field]														
2																
n																
												<b>Subtotal</b>				
												<b>Total</b>				

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

Full time input

Part time input



## Form TECH 9. Completion and Submission of Reports

<b>Reports</b>	<b>Date</b>

## Section 4 – Financial Proposal Forms

### Form FIN-1. Financial Proposal Submission Form

[Location, Date]

To:

**Director Revenue, Excise, Taxation, and Narcotics Control  
Shami Road, Peshawar.  
Pakistan**

Dear Sir:

We, the undersigned, offer to provide the consulting services for **Urban Immovable Property Tax survey in district Mardan and upgradation of UIP tax system ADP NO. 275/190140(2019-20)** in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal. Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures<sup>2</sup>]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

Commissions and gratuities Paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:<sup>3</sup>

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
----------------------------	---------------------	-----------------------------------

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature [In *full and initials*] ' \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

---

**2** Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

**3** If applicable, replace this Paragraph with: "No commissions or gratuities have been or are to Paid by us to agents relating to this Proposal and Contract execution."

## Form FIN-2. Summary of Cost

Salary Cost : \_\_\_\_\_/-

Direct Cost : \_\_\_\_\_/-

Final cost (in figure) \_\_\_\_\_

(in words) \_\_\_\_\_

Dated \_\_\_/\_\_\_/\_\_\_\_\_

Chief Executive / Authorized Signature & Seal \_\_\_\_\_

Address of the company \_\_\_\_\_

## Form FIN-3. Breakdown of Cost by Activity

*List here the elements of cost used to arrive at the breakdown of the lump-sum price.*

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

*Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.*

*Indicate separately staff-month rate and input for home and field work.*

*Indicate separately sub-components of expected reimbursable expenditures by unit cost, quantity, and phasing.<sup>4</sup>*

---

<sup>4</sup> Cost of purchase of long term movable or immovable assets, except office supplies and consumables, like vehicles should not be included in direct or indirect cost.

## **Section 5 – Terms of Reference**

### **1. Background**

The Government of Khyber Pakhtunkhwa is cognizant of the importance of enhanced resource mobilisation as a means to finance the ambitious developmental vision of the provincial government. Any meaningful impact in this area would only be visible once true potential of own source revenues have been fully explored. The Excise, Taxation and Narcotics Control Department (ET&NC) is the foremost revenue generating department of the Government of Khyber Pakhtunkhwa,

The source of data gathering for the ET&NC Department is a periodic survey and occasional field inspection, which rarely takes place in a timely fashion, the prime constraint being a lack of adequate human and non-human resources to manage the work load.

Having comprehensive and credible data is a critical factor for estimating the tax potential of an economy and ensuring tax compliance and collection. Tax survey is one of the tools to generate information about tax payers and assessing tax potential, information that is required not only to enforce tax payment and assist tax collection, but is also critical for making sound policy decisions regarding revenue forecasting, levying of taxes, revising tax brackets, widening the tax net, consolidation of different taxes to simplify tax administration, etc. It can also serve to identify deficiencies, transparency and accountability issues, and integration issues in the tax management information systems and institutional mechanisms.

In 2014 a pilot survey for sales tax on services was conducted by the ET&NC Department in three districts: Peshawar, Abbottabad and Mardan. The survey focused on: (i) determining current exemptions and estimating the tax potential of registered service providers, and (ii) identifying new service providers to expand the tax net in the province. The results of the Survey have proved that the potential of tax on services is almost ten times the revenues being presently collected. The Survey has also pointed out the weaknesses of tax administration, tax laws, weak enforcement & compliance, non-documentation of businesses and the need for overhauling the tax structure on services.

It is now intended to conduct a more comprehensive data regarding UIP Tax in Mardan District will be available in digitized form for effective enforcement, analysis and policy making.

### **2. Objectives of Consultancy**

The main objectives of this assignment are:

- Assessment of Capital Value of Properties on pilot basis in selected areas of Mardan district for progressive taxation.

- Implementation and extension of centralized database developed under ADP Project “E-Enablement of Excise Taxation & Narcotics Control Department” for the existing decentralized database installed at Mardan district and its data migration.
- Implementation and extension of newly developed MIS & GIS software to be developed under ADP Project “**Urban Immoveable Property Tax Survey in District Mardan and Up-gradation of UIP Tax System**” supporting the centralized database architecture at Mardan District.
- Data entry in the UIPT system from the current survey conducted by the department.
- Implementation of e-payment solution, online payment facility through multiple electronic platforms like credit card, ATM, easy paisa, etc. at Mardan.
- Introduction of SMS service for awareness of targeted tax payers.
- Extension of online system for filing objections/appeals, tax inquiry, correction of tax record etc.
- Introduction of transparent, efficient and accountable system through e-governance and ICT based solutions.
- Carrying out a door to door survey of property tax units and taking images and its subsequent integration with Geographic Information System (GIS) in Mardan district.
- Scanning of all latest/ in field PT-1 and PT-8 registers and its archiving
- Data entry of records in new MIS system (as per requirement).
- Preparation of digital maps by digitizing the satellite imagery of urban areas of Mardan district upto parcel / unit level and its Provision to staff concerned for field operations.
- Streamlining tax assessment process through auto calculators in UIPT software.
- Facilitation of senior management through real time statistical and graphical reporting including live reports and strengthening control and monitoring in the UIPT system.
- To achieve higher level of service delivery through improved lateral and vertical communication between various tiers of hierarchy.
- To ensure better service delivery for the citizens enabling them to have online access, ability to calculate and verify authenticity/ accuracy of their property tax liability.
- Establishment of Call Centre for registration of Citizen’s suggestions, feedback and complaints.
- Introduction of swift and fast Information exchange system between all districts as well as with other relevant departments in the government sector.
- All of the above mentioned objectives are related to the government's vision and sectorial objective of increasing government revenue through improved collection efficiency,



embedding transparency and enhanced service delivery through effective use of Information and Communication Technology (ICT). It is clear from the objectives that project objectives meet the sectorial objectives.

### **3. Eligibility criteria:**

In order to be eligible to bid, the firm(s) must possess the following attributes:

- The Bidder must be registered body corporate.
- The Bidder must be of sound repute, with no litigation history of fraud/ embezzlement for at least the last three years;
- The Bidder must have strong a financial status, capable of bearing any cost overruns during the assignment, with no liquidity issue at all duly substantiated from its provided balance sheet and cash flow statement;
- Must have audited financial statements (for the last financial year of the organization), issued by a Chartered Accountant licensed with Institute of Chartered Accountants of Pakistan (ICAP), comprising of attested copies of audited reports for the last three years.
- The Bidder shall have enough institutional and human resource for conducting a survey of this kind which is very complex and specialised;
- The Bidder must have experience of conducting UIP tax survey and digitization;
- The Bidder must have previous experience of undertaking surveys of this magnitude and similar nature,. Brief description of such previous experience shall be provided to the Department along with application;
- The Bidder must have taxation experts and law experts on its HR panel to lead the exercise;
- The Bidder must have a local presence in KP, knowledge of the survey area, with the ability to deploy required HR in the field;
- The Bidder must have good understanding of the applicable laws, including the local government system.

### **4. Scope of Work:**

- i. **Database:** The Excise, Taxation and Narcotics Control Department intends to extend its newly developed UIP tax system (MIS & GIS) to remaining districts of the province in phase manner. After successful award of contract for development of Centralized database, MIS, GIS and its integration with MIS and GIS based physical survey of taxable units in Abbottabad and Nowshera districts. In the second phase ET&NCD extends the same assignment of GIS based physical survey including capital value of the properties of Mardan district. The bidder shall require to collect information/ parameters for assessment of Capital Value of Properties on pilot basis in selected areas of Mardan besides the other traditional attributes of property units that contribute towards assessment and collection of UIPT for entire district (Mardan and

Takh Bhai rating areas) which may be captured through newly designed scanned PT-1, PT-8 and survey. Photographs of the properties will also be included in the database; Indicative process of PT-13 is also to be included in the software to cover the overall business process of UIPT. Business Process Reengineering will be carried out in consultation with the Excise, Taxation & Narcotics Control Department, Khyber Pakhtunkhwa field formations. The database will have access points for tax payers and online payment facility.

- ii. The Successful bidder has to deploy sufficient number of Hand Held Devices and shall engage sufficient manpower for completion of the task.
- iii. The successful bidder has to collect necessary data (non-spatial) of each parcel (each parcel should have a unique Parcel Identification Number PIN) such as CNIC, name, phone number of the owner, number of structures in the parcel, number of floors, Category of building, usage of building, multi-storied name, capital value of the building, etc. using hand-held devices.
- iv. The Bidder has to prepare CAD drawings (GIS maps) of individual parcels (polygons) i.e. taxable units through GIS based survey with the aid of Satellite imagery (0.3 m to 0.5 m not old than 1 month when operating on it).
- v. The successful bidder has to feed geospatial data including street level map and parcel level map integrated with spatial database showing all information of commercial and non-commercial parcels etc.
- vi. The successful bidder shall be solely responsible for Collection of data, complying with all the applicable laws as well as for paying the salaries, wages, dues etc., to their employees.
- vii. Provision, installation & implementation of Hardware (desktop computers, heavy duty printers, etc) & Communication Infrastructure for LAN/WAN. The bidder shall establish communication link between KP Data Centre and District and sub offices for access of UIP tax application and database.
- viii. Software Installation, Configuration and Customization
- ix. Implementation Consulting
- x. Business Process Review and Redesign
- xi. Documentation
- xii. Project Solution/Entire Setup, Maintenance and Support etc.

- xiii. **Data Migration:** The new centralized database system shall be deployed in such a way that the existing data in the previous software will be migrated electronically to the new centralized database, while new fields identified during the survey will also be entered in the system. The firm shall resolve the associated issues.
- xiv. The bidder shall also provide solution for new requirements if deemed necessary by the procuring entity.
- xv. Preparation of work plan for Integration of KPET&NC department's databases with other KP Government MIS systems and databases and designing data integration framework. Implementation of the same through development of web services/API for integration and data sharing.

#### 4.1 Components:

- a) **Scanning:** All the PT-1 and PT-8 registers will be scanned to capture the existing data. The bidder shall perform the scanning task through multiple scanning teams equipped with scanners, laptops and other required devices to be sent to the office of Excise, Taxation & Narcotics Control Officer, Mardan.
- b) **Digitization of Maps:** The maps will be prepared from the imagery after digitizing to provide to the surveyors for mapping the location of the property units with the help of ET&NCD staff. However the contracting firm shall pay honoraria to ET&NCD staff for their assignment.
- c) **Digitization of parcels and Survey for GIS integration:** Door to door survey will be conducted with the support of ET&NCD for the purpose of collection of property tax related data and taking the photographs of property units and integrating them with the GIS.
- d) **Data Entry:** Data Entry of the property units will be made from the scanned registers and it will be made sure by proper quality assurance mechanism, sifting and validation.
- e) **Data Verification and Finalization:** The data entered into the database will be verified and authenticated by the Excise and Taxation Inspectors concerned by using their own logins and all errors or omissions will be rectified. For completion of this task, honoraria will be paid to the concerned ET&NCD staff.

- f) **Computerized Challans (PT-10 Forms):** After completion and verification of data, computerized Tax Challan Forms (PT-10) will be generated and issued to the tax payers.
- g) **Change and Updating Process:** Once the UIPT system is computerized and established, any change in the property record will be carried out through change management process and log will be maintained of all changes made in the assessment.
- h) **Provision of Hardware:** The bidder shall provide required hardware including latest branded desktop computers, printers, communication devices, etc. required for smooth functioning of the project both in ETO office Mardan and sub office Takht Bhai.
- xvi. **Establishment of Call Centre:** The bidder shall establish and operate a Call Centre for registration of Citizen's suggestions, feedback and complaints. The bidder shall bear all hardware, HR and operational costs of the call centre.

## **4.2 Training & Capacity Building**

- a) The solution provider(s) are supposed to arrange/ provide and conduct comprehensive training and associated extensive refresher training courses to the nominated officers/officials of the procuring department which may involve national or international level training/workshops using all state of the art tools and technologies of training along with relevant training material. It may be noted here the training means the training of every aspect/ area of entire solution/setup. The service/solution provider shall be responsible for capacity building of ET&NCD staff by making the same a regular feature. Further train the trainer approach/master trainer may also be observed.
- b) The bidder shall arrange exposure visits for officers/ officials of the department.

## **5. PROJECT MANAGEMENT REQUIREMENTS**

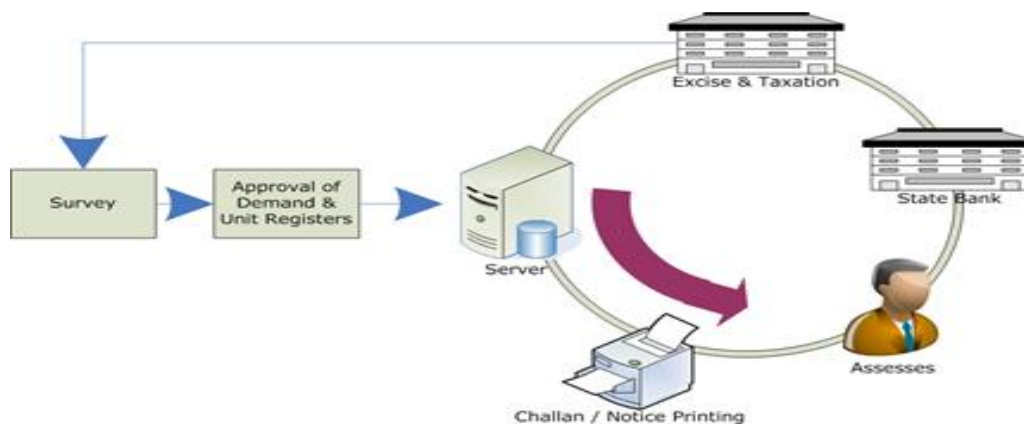
The following are considered as minimum mandatory project requirements:

- i. Project Director / Project Manager for ET&NCD Project.
- ii. Full time project team designated for ET&NCD project.

- iii. Detailed project plan and mile stones etc. prior to project starting date should be presented and submitted
- iv. Detailed Communication Plan before project start date
- vi. Discovery, Gap Analysis, Documentation, Implementation of solution/entire setup, development/customization/configuration, installation, data migration & maintenance.
- viii. Training of GIS devices/business software/solution in centralized environment at ET&NCD sites/district offices.
- ix. Efficient and successful completion of project
- x. All implementations should be carried out in a professional manner

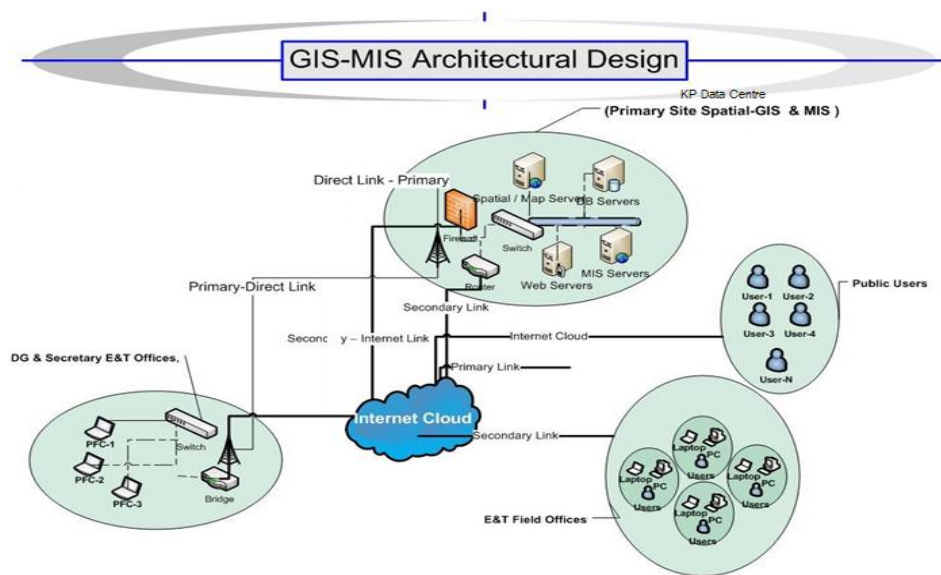
## 6. Technical Parameters:

- a) **overview of existing System:** The existing automation of Urban Immoveable Property (UIP) Tax record was initiated in 2005 by ST&IT department through an ADP Project. A desktop software application was developed in ORACLE Developer 6i using ORACLE database 10g Express Edition in backend. The UIP tax system stand deployed in all districts of the province and is inactive use for collection of UIP Tax. The UIP Tax system calculates due tax on the basis of data collected by Excise & Taxation Inspectors during physical survey and a system generated receipt challan PT-10 is issued to taxpayers for payment of tax liability. The existing UIP tax process is visualized below:



- The existing system of UIPT is a desktop version and each districts have its own database and software deployed there. This type of database architecture makes it difficult to implement changes at database level.
- Tax calculation rules are hardcoded and embedded in the software application, which makes it complicated especially during implementation of new changes in the database. The software becomes dysfunctional on the first day of each new financial year, as there is no automatic solution of entry of new financial year. Certain changes are required at form and report level to enable the new financial year entry which is complicated and impossible, especially in the backdrop of sudden relieving of the project staff. All the forms and reports need to be updated accordingly. Desktop versions fail to provide consolidated reporting, which makes it difficult for the management to monitor and analyze the recovery process effectively. The existing desktop system has failed to provide Business Intelligence (BI) facilities.
- There is no online facility for taxpayers regarding tax inquiries, suggestions, objections and corrections in current database system.
- Existing system previously developed for this purpose is offline, non-integrated and based on old technologies with lack of change management, property unit pictures and GIS mapping.
- Another limitation/loophole of the existing system is that the all collections are linked with Demand Number instead of property unit number. A single demand may have several units of different categories. In existing system collections recorded against the demand number having many units thereby making it impossible to determine recovery made under a single unit.
- Another flaw of the existing system is that it does not calculate the actual arrears nor it provides true picture of the tax potential as the current desktop version of the UIP Tax system cannot calculate tax automatically; instead the operator calculates the tax at the time of printing and issuing tax challan (PT-10).
- The current decentralized and desktop versions of the UIP Tax System do not provide any information to top management in real time. Instead it provides very little information to senior management and that too in delayed and less accurate manner. This kills the ultimate output and outcome of computerization is swift and accurate reporting efficiently.

- b) **Proposed Technical Solution:** Architecture Design and components of proposed solution are shown in the following diagram;



7. **Integration with the GIS:** Following steps are involved for the integration of UIPT system with the GIS,

- a) **Step 1:** The basic data will be collected to initialize the work. The required data will involve:

- High Resolution Satellite Imagery (latest version) as per scope of work.
- ETNCD data (PT Register, offline application data, or data of new survey)

- b) **Step 2:** UIPT rating areas and wards will be demarcated on satellite imagery. This phase will involve the active participation of ET&NC Department officials for providing the spatial extent of a region, rating area or ward. Every UIPT ward will be under the supervision of a “Tax Inspector”, whose information will be collected from the same source. It shall be the responsibility of ETO Mardan to formalize and enter third party survey data into survey registers before feeding it into new database system.
- c) **Step 3** After the demarcation of UIPT boundaries, digitization will be performed on satellite imagery to acquire unique urban features on ground. In terms of GIS, every unique entity on ground is known as a “Parcel”, which has an area, a spatial reference and a unique ID, whereas in terms of Tax, it is regarded as a property unit.
- d) **Step 4:** After the digitization phase, a door to door survey will be carried out for each UIPT Unit. At this stage, attributes will involve the land use (Commercial, residential or both), property number and ownership status etc. Moreover, every property unit will be captured in the form of a digital photograph.
- e) **Step 5:**The land use survey will generate some conflicts between E& T data and information collected from third party survey, e.g., a residential property is being used commercially, the number of plots on ground is different from number of entities in records. At this stage, a comparative updation of the information will be required to prepare a final land use.

**Step 6:** During this final stage, all the spatial data containing land use information will be linked with/ fed in the ET&NC Department core database.

- f) the ET&NC Department. Every property Unit should be possible to be seen as a packet of UIPT records along with pictorial view.

## **8. Process of survey:**

### **1. Design of survey for Stage-1** The survey design part shall include:

- Key assertions to be tested in the field,
- Survey tools (questionnaires) and GIS mapping, etc.



- Detailed work plan for field survey, including HR deployment plan and logistics plan,
- Format/template of database for information gathering and consolidation,
- Format/template of survey report.
- Stage 1 shall be completed in one month.

This stage of the assignment shall also be utilised to identify and highlight potential risks, issues at the appropriate level and clarify any ambiguity in the assignment for timely resolution and guidance by the Department.

## **2. Stage-2: Physical survey – Mobilization of resources and data gathering:**

The bidder shall mobilize its resources and depute teams for physical survey within 2 week from the date of endorsement of the Stage-1 report and approval of the survey design by the Department. The Stage-2 shall be completed within 6 months.

The firm shall ensure the training of survey teams on the concept, tools, and mode of conduct before deploying them in the field. Any issues arising will be communicated and raised at the appropriate level for resolution by the Department.

The survey instruments will initially be tested on a small sample and results will be used to course correct the methodology and modify the instruments in consultation with the Department.

The data gathered by the survey teams would be organized/compiled in a set of applicable tax registers, and computerized in the form of a database (using an accessible software like MS Excel) to be shared with the Department. Standard tables shall be designed for capital value assessment. The firm is expected to run a parallel process of data entry and it would be completed in next day after the data collection has been completed. Data analysis will be done regularly in order to ensure the delivery of electronic area based reports one day after the completion of data collection activity in each area of the district. The firm shall also ensure geo-tagging of the establishments being surveyed.

The data collected shall be the property of the Department and the bidder shall ensure its sanctity. The end of Stage 2 will be marked by the Department's endorsement of the submission of consolidated database and tax registers, along with GIS maps etc as

per PC-1. The firm shall ensure orientation of the nominated persons in the Department.

### **Stage 3: Compilation of Survey Report – Analysis and Interpretations**

The assignment shall culminate upon furnishing of final report, populating spatial and non-spatial data into UIP and GIS databases (database system, GIS system), and allied components as detailed in this document and PC-1 by the bidder.

### **Stage 4: Orientation, Review and Queries**

The firm shall cooperate with Department on explanations required in understanding the analysis or any other queries related to the execution of the assignment for at least 2 months after the submission of the final report. This Stage will be critical in resolving any issues and build complete confidence of the Department on the findings.

### **Stakeholder participation**

As the assignment is meant to provide an objective assessment of tax regime, assessment and collection of revenue under the selected tax heads, therefore the firm shall ensure regular coordination with the ET&NC Department through the Project Director.

## **9. Deliverables**

The deliverables of the assignment are:

- a. **Inception report:** Report within 30 days of signing of contract, including approach and methodology, HR plan, ICT deployment, work-plan, monitoring plan, schedule of field survey etc.
- b. **Survey design** (data sources, survey instruments, work plan, database design etc.)
- c. **Consolidated database and tax registers**, along with GIS maps;
- d. **Final report(s)** on survey findings, along with detailed analysis highlighting under assessment and/or over assessment;
- e. A standalone **executive summary** of the entire assignment to be presented as a policy paper/briefing note;
- f. **Presentations** to the stakeholders on above mentioned deliverables;
- g. **Orientation** for staff of DG ET&NC on the database.

## 10. Coordination and reporting

The firm will be required to submit monthly progress reports during execution of the assignment to the Department through its project management committee. These reports will be discussed with the firm in monthly meetings of the project management committee.

The firm will also oblige the Department's request for special report(s) and important documents/information from time to time.

All deliverables and progress reports will be provided in both hard copy and electronic version in English in the format requested.

### 10.1 M&E and quality control

The firm shall deploy a team to be identified with their CVs to devise an M&E system for this assignment and ensure quality control.

### 10.2 Responsibilities of the procuring entity

- Notify Project Director and IT expert who shall work as focal point for the firm;
- Provide access to the firm to all of the relevant legislations, rules, notifications and documents for literature review;
- Provide access to the firm to the department's own data repository on tax assessment and collection;
- Facilitate inter departmental coordination for provision of access to relevant secondary and tertiary data to the firm;
- Spot checks during physical survey;
- Provide timely input and feedback to the firm.

### 10.3 Payment schedule

If an award is made, the Department will determine the payment schedule in consultation with the firm. However, an indicative scheduling is given below:

<b>Phasing</b>	<b>Payment</b>
Completion of design of survey	20%
Completion of Field survey	45%
Integration with GIS and core database	25%
Completion of staff training	5%
Submission of survey report	05%
<b>Total</b>	<b>100%</b>

In case of occasional delays in payment processing due to government regulations, the firm is expected to bear the cost overruns.

#### **10.4 Key Service-level Parameters**

In case of remediable breach of contract such as occasional default, delay in submission of report or performance of task with in due time, a penalty to the tune of Rs. 1000/- per day or per incidence, as the case may be shall be charged. However, in case of misconduct, incompliance/ non-performance / short compliance, performance against the scope of Contract by the Survey firm a Performance Security of the Survey firm shall be forfeited.

## Section 6 - Contract Agreement

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert PE 's name]* (“the PE”) having its principal place of business at *[insert PE 's address]*, and *[insert Consultant's name]* (“the Consultant”) having its principal office located at *[insert Consultant's address]*.

WHEREAS, the PE wishes to have the Consultant Performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services
  - (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral Part of this Contract (“the Services”).
  - (ii) The Consultant shall provide the reports listed in Annex B, “Consultant's Reporting Obligations,” within the time Period listed in such Annex, and the Personnel listed in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to Perform the Services.
2. Term

The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.
3. Taxes & Duties

The Survey firm shall be entirely responsible for all applicable taxes, duties and other such levies imposed by the concerned local provincial and federal authorities in Pakistan

  - A. Ceiling
3. Payment

For Services rendered pursuant to Annex A, the PE shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

  - C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Paragraph 4.
5. Project Administration
  - A. Coordinator

The PE designates Mr./Ms. *[insert name]* as PE’s Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for Payment, and for acceptance of the deliverables by the PE.
  - B. Timesheets

During the course of their work under this Contract the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the Coordinator.

### C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The PE reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

6. Performance Standard  
The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PE considers unsatisfactory.

7. Confidentiality  
The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PE's business or operations without the prior written consent of the PE.

8. Ownership of Material  
Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the PE under the Contract shall belong to and remain the property of the PE. The Consultant may retain a copy of such documents and software.

9. Liquidated damages  
If and where applicable, liquidated damages (LD) shall be levied for delay start date of services @ Rs. 1000.00 per day. However, the amount so deducted shall not exceed, in the aggregate the value of the performance security.

10. Legal status to render Survey  
The Bidder must be allowed and meet all conditions set forth by the GoKP to render survey services and licensed as such.

11. Force Majeure  
Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of the Department or of the Survey firm. Non-availability of materials/supplies/Human resource/other resource ancillary and incidental to the conduct of instant survey or of import license or of export permit or requisite NOC from concerned department/agency shall not constitute Force majeure. If by reasons of Force Majeure supplies or services cannot be delivered by the due delivery date then the delivery date may be extended appropriately by the Department keeping in view all the circumstances and requirements of the Department.

The Survey firm shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent of his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.

If a Force Majeure situation arises, the Survey firm shall, by written notice served on the Department, indicate such condition

and the cause thereof. Unless otherwise directed by the Department in writing, the Survey firm shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

9. Dispute Resolution

- i). The Department and the Survey firm shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- ii). If, after thirty working days, from the commencement of such informal negotiations, the Department and the Survey firm have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by Secretary Law, Parliamentary Affairs and Human Rights Department KP in accordance with said Law. The award shall be final and binding on the parties.

FOR THE PROCURING ENTITY

Signed by

Title:

FOR THE CONSULTANT

Signed by

Title:

**EXCISE, TAXATION & NARCOTICS CONTROL DEPARTMENT KHYBER  
PAKHTUNKHWA**

**RE-REQUEST FOR PROPOSAL**

**URBAN IMMOVEABLE PROPERTY TAX SURVEY IN DISTRICT MARDAN AND  
UPGRADATION OF UIP TAX SYSTEM  
ADP NO.275/190140(2019-20)**

1. Excise, Taxation & Narcotics Control Department, Khyber Pakhtunkhwa invites sealed bids on **Single stage – two envelope** procedures from reputed IT companies, firms, organizations and other body incorporate (public or private) for **Implementation of Centralized Urban Immoveable Property (UIP) Tax System, GIS based Property Survey and Assessment of Capital and Rental Value of Properties in District Mardan.**
2. Interested bidders can obtain complete set of Request For Proposal (RFP) Document from the office of Computer Programmer, Excise, Taxation & Narcotics Control, Auqaf Complex, Shami Road, Peshawar on any working day or can download the same from official website <http://www.kpexcise.gov.pk>.
4. Sealed Bids should reach the office of undersigned on or before 23<sup>rd</sup> June, 2020 till 1200 Hours.
5. The Bids will be opened in the presence of Bidders / authorized representatives on 23<sup>rd</sup> June, 2020 at 1400 Hours in the office of DIRECTOR REVENUE, EXCISE, TAXATION & NARCOTICS CONTROL, KHYBER PAKHTUNKHWA, AUQAF COMPLEX SHAMI ROAD, PESHAWAR
6. The procuring entity reserves the right to accept or reject any or all bids before award of contract as per KPPRA Rules, 2014, if some cogent reasons/ justification warrants the same, which will be notified to the bidder concerned on demand.
9. For further details please peruse the Request For Proposal (RFP).

**Director Revenue,  
Excise, Taxation & Narcotics Control,  
Khyber Pakhtunkhwa, Peshawar.  
Phone: 091-9212261  
[www.kpexcise.gov.pk](http://www.kpexcise.gov.pk)**