



Universal Service Fund

(A company setup under Section 42 of the Companies Ordinance 1984)

Bidding Documents

“Hiring of Consultant for USF Office”

Tender ID: “USF/TDRS/AUDIT/CONSULTANT/2024-25/03/1”

Issued at Islamabad

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1. INTRODUCTION

Universal Service Fund Company (“USF Co”) is a Guarantee Limited incorporated under Section 42 of the repealed Companies Ordinance 1984 (repealed with Companies Act 2017) established by the Government of Pakistan (Ministry of Information Technology & Telecom) in pursuance of Universal Service Fund Rules, 2006 (“USF Rules”) promulgated by Federal Government of Pakistan in exercise of the powers conferred under clause (ab) of Sub Section (2) of Section 57 of the Pakistan Telecommunication (Re-organization) Act, 1996. The primary objective of USF Co is to plan, develop and execute Tele-Communication Network Projects and Services in un-served, under- served and remote areas of Pakistan, mainly through disbursement of subsidy received from the Government of Pakistan.

USF invites Expression Of Interest (EOI) from the Chartered Accountant/Cost and Management Accountant Firms, who are on Active Taxpayers List of the Federal Board of Revenue.

2. BIDDING PROCESS

- a. An open, competitive, and transparent bidding process in accordance with Public Procurement Regulatory Authority (PPRA) Ordinance, 2002, Rules, Regulations and Guidelines made thereunder shall be adopted.
- b. The selection process will be based on Rule 3-C i.e. Least Cost based Selection of Procurement of Consultancy Services Regulations, 2010 of Public Procurement Regulatory Authority and bidding process shall be Single Stage one envelop Procedure of PPRA Rules.
- c. The bid/proposal to be uploaded to e-Pak Acquisition & Disposal System (**e-PADS**), comprising both the **technical proposal** and the **financial proposal**. **The bidder shall ensure that the attachment of bid/proposal on e-PADS is mandatory, failing which the bid shall be rejected.**
- d. A scanned copy of bid security (**refundable**) in the form of a CDR/Pay Order/Demand Draft, in the name of ‘Universal Service Fund’, of value PKR 50,000/- (Pak Rupees Fifty Thousand Only) must be attached on **e-PADS and original bid security shall be submitted to the procuring agency any time before the closing time of bid submission, failing which the bid shall be rejected.**
- e. No financial instrument for bid security or mode of payment for shall be acceptable other than specified in clause (d).

3. ELIGIBILITY CRITERIA

The Bidder must give compliance to the below mentioned clauses as these are mandatory for being eligible for the bidding process:

Sr.No#	Attributes	Ref. Page no. in proposal
a.	The bidder must be a Chartered Accountant/Cost and Management Accountant Firms. (Proof of registration of the firm with the relevant institute)	
b.	Valid Registration with FBR for Income Tax purposes and with relevant Tax/Revenue Authority and are on Active Taxpayer List (ATL).	
c.	The Firm shall provide an undertaking on letter head that the Consultant has not been declared blacklisted by any Government/Semi-Government institutions.	
d.	An undertaking in this regard must be attached with technical proposal that value of PKR 50,000/- bid security is attached.	
e.	The Firm must have fully functional office(s) in Islamabad/Rawalpindi.	
f.	Applicants are required to state, in their proposals, the name, title, contact number and email address of the applicant's authorized representative through whom all communication shall be directed until the process has been completed or terminated.	
g.	List/details of clients restricted to which the firm has provided consultancy services.	
h.	List of Staff with at least one (01) resource having twenty-five (25) years of experience dealing with Auditor General of Pakistan which must include at least five (05) years related to Telecom Sector.	
i.	Detailed CV(s) of engagement team.	
j.	Experience of the engagement partner shall be more than 20 years	
k.	Consultant's engagement personnel's qualification: Minimum "Masters"	

Note: Exact page numbers against all requirements shall be mentioned. Bids not in compliance may lead to disqualification.

4. INSTRUCTIONS /GENERAL CONDITIONS

- a. The Consultant will be selected after an open, competitive, and transparent bidding process.
- b. Proposals shall be submitted in English/Urdu language.
- c. All prices mentioned in the Financial Proposal shall be in Pak Rupees (PKR) **and inclusive of all applicable taxes.**
- d. Each page of the Technical and Financial Proposal shall be signed by an authorized representative of the Consultant, failure to do so will lead to disqualification. The representative's authorization shall be confirmed by Letter of Authorization on official letter head of the Consultant accompanying the proposal.
- e. For clarification on any item of this bidding document, the Consultant may send written queries, up till five (05) days before the proposal submission date.
- f. All clarifications will be communicated to the Consultants through **e-PADS**.
- g. USF may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
- h. The Consultants shall bear all costs associated with the preparation and submission of their respective bids and USF will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- i. Consultants are under obligation to read and understand complete information package/bidding documents, USF shall not be responsible towards the Consultants for any of their claim or complaint which may arise as a result of non-reading or misreading the bid documents/information package by Consultants.
- j. USF is the originator of information package/bidding documents, any clarification or interpretation communicated by USF, whether in response of a query or otherwise, shall be deemed final, conclusive and will remain unquestioned.
- k. Most Advantageous Consultant will be issued Letter of Intent (LoI) and it shall submit Letter of Acceptance (LoA). Upon submission of LoA by Most Advantageous Consultant, Contract will be signed for a period of one (01) year.
- l. USF may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. USF shall, upon request, communicate to any Consultant who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, But USF is not required to justify those grounds as per Rule 33 of the Rules.
- m. USF requires that Consultants, observe the highest standard of ethics during the procurement and execution of such contract. In pursuit of this policy, the USF:
 - l. Defines, for the purposes of this provision, the terms set forth below as follows:

- II. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - III. “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - IV. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - V. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - VI. “obstructive practice” is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede USF investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.
- n. USF will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question.
 - o. Only registered suppliers/service providers who are on Active Taxpayers List (ATL) of FBR are eligible to supply goods/services to the USF. Bids/Proposals/applications of all those Consultants/service providers who are not found on ATL on the date of bid opening shall be rejected.
 - p. In the event that there is more than one qualified Consultant i.e. they have quoted equal prices in financial bid, the tied qualified Consultants shall be notified by USF and they will submit revised financial proposals in compliance with the bidding document. The revised bid amount must be either equal to the original submitted bid or less than previous bid amount. The revised financial proposal shall be submitted in a sealed envelope that is securely closed and it is not possible to be opened without visual evidence thereof.
 - q. In case, the most advantageous Consultant, at any stage prior to the execution of the contract/PO fails for timely completion of all applicable processes, or the USF Procurement Committee is not satisfied from the provided services, USF reserves the right to obtain the services from second most advantageous Consultant. In case the second most advantageous Consultant fails to provide the required services or the USF Procurement Committee is not satisfied from the provided services, the USF reserves the right to obtain the services from third most advantageous Consultant.
 - r. In case of any technical difficulty in using EPADS prospective bidders may contact PPRA at <https://www.ppra.org.pk/>.

5. Evaluation Criteria:

- a) USF will evaluate the proposals on the basis of their compliance with the bidding document and evaluation criteria, and the point system as specified below in Table I.

Table I- Evaluation Criteria

Evaluation Criteria			
S/No	Description	Weight	Reference in Page No.
1	Experience of engagement partner =>20 years 10 Marks <20 years 0 Marks	10	
2	Pertinent Qualification & Experience of Audit Consultant (Attach CV): Qualification: Masters/equivalent or above = (10 marks) Below Masters= (0 marks) Experience: =>20 years (20 marks) < 20 years (0 marks)	30	
3	Audit consulting experience of telecommunication industry of Pakistan (Attach all Relevant Documents): => 5 (10 marks) < 5 (0 marks)	10	
Total Marks		50	
Minimum Score Required to Qualify		40 marks	

A proposal shall be rejected during technical evaluation if it does not comply with the RFP and ToR or if it fails to achieve the minimum score.

6. BID SECURITY / PERFORMANCE GUARANTEE

- a. A scanned copy of bid security (**refundable**) in the form of a CDR/Pay Order/Demand Draft, in the name of 'Universal Service Fund', of value PKR 50,000/- (Pak Rupees Fifty Thousand Only) must be attached on **e-PADS and original bid security shall be submitted to the procuring agency any time before the closing time of bid submission, failing which the bid shall be rejected.**
- b. Payment of bid security in form other than that is specified at clause 6(a) shall not be entertained and accepted. USF shall return such bids unopened to respective Consultants.
- c. Bid Security of Consultants who do not technically qualify shall be returned after result announcement of technical evaluation report.
- d. Bid Security of technically responsive (qualified) Consultants will be released after ten (10) days of the signing of the contract with the successful Consultant.
- e. Performance Guarantee equivalent to five percent [5%] in shape of Bank Guarantee will be mandatorily submitted by the Most Advantageous Consultant.

- f. In case of delay in submission of Performance Guarantee, USF shall have the right to extend the timeline or accept any other instrument till the submission of Performance Guarantee (Bank Guarantee).
- g. Performance Guarantee submitted by successful Consultant will be valid for (Term of Contract).
- h. Performance Guarantee(s) will be released upon successful completion of term of contract.

7. TECHNICAL PROPOSAL

“TECHNICAL PROPOSAL”

The technical proposal shall include;

- a. A covering letter from the head of the Firms / Companies or an authorized representative of the applicant entailing the objectives and the executive summary.
- b. All the documents mentioned in bidding document shall be part of technical proposal.
- c. Compliance against each clause and sub-clause of Bidding Document and ToR must be attached by signing & stamping each page of bidding document by authorized representative of Consultant (Firm)
- d. Non-compliance to clause (c) and sub clause of RFP and ToR may lead to disqualification.

8. FINANCIAL PROPOSAL

The Consultant shall submit Lump Sum Financial Proposals with all applicable taxes

- a. The bidder shall quote monthly fees/price in Pak Rupees (PKR) inclusive of all applicable taxes. **Any terms and conditions proposal shall be rejected.**
- b. The proposal must remain valid for a period of 90 days after the bid submission date.
- c. Taxes will be deducted at the time of the payment as per government rules and regulations.
- d. All payments will be subject to the active taxpayer status of the service provider at the time of release of payment. If service providers status is not active on ATL (Sales Tax); no payment shall be made till their status becomes active on ATL (Sales Tax) of FBR.
- e. The service provider shall pay all such taxes, Stamp duty or other duties, fees and other impositions levied under the applicable law, the amount of which is deemed to have been included in the financial bid.
- f. Consultant shall mention the amount in financial proposal, which shall be inclusive of all applicable taxes, levies, duties and fees as per prevailing laws. Any increase or decrease in

rate of sales tax (only) applicable at the time of payment, shall be further added or adjusted, as the case may be, in total contract price.

- g. All prices shall be in Pak Rupees and DDP as defined in Incoterms 2020. Any exchange rates fluctuations shall be the responsibility of the Consultant and USF shall not give any price escalation.
- h. Consultant shall mention the amount in financial proposal/Quotations, which shall be inclusive of all applicable taxes, levies, duties and fees as per prevailing laws.

9. SUBMISSION, OPENING AND RECEIPT OF PROPOSALS

- a. The original proposal (Technical and Financial Proposal) shall be attached on e-PADS.
- b. The original bid security must be delivered at the address given below on or before 11:00 am. (PST), 27th March 2025.

Head of Procurement Department

Universal Service Fund,
Office # 310-312, 3rd Floor, Evacuee Trust Complex,
Sector F-5/1, Islamabad, Pakistan
Tel: (92-51) 9212308-09
Fax: (92-51) 9214261
Email: procurement@usf.org.pk

- c. Proposals shall be opened the same day i.e. 11:30 AM. (PST), 27th March 2025 (PST), in presence of all the applicants who chose to be present.

10. AWARD OF CONTRACT

- a. The Consultant with the lowest bid (most advantageous bid), if not in conflict with any other law, rules, regulations, or policy of the Federal Government shall be awarded the contract, within the original or extended period of bid validity.
- b. A letter of Intent (LoI) will be issued to the lowest evaluated Most Advantageous Consultant who shall submit Letter of Acceptance (LoA) within period stipulated under LoI. The Consultant, to whom LoI has been issued, will have to submit the Performance Guarantee within prescribed time under LoI.
- c. After submission of the Letter of Acceptance and Performance Guarantee it is expected that the Contract will be signed within minimum time after receipt of Performance Guarantee by USF, failing which USF may proceed accordingly.
- d. In case of delay in submission of Performance Guarantee, USF shall have the right to extend the timeline or accept any other instrument till the submission of Performance Guarantee (Bank Guarantee).
- e. The initial term of the contract shall be one year which may be extended for another term as may be mutually agreed between the parties.

11. PAYMENT TERMS:-

- Payment shall be made monthly upon receipt of invoice.

12. Penalty Terms

- a. In case of delays in execution of services beyond stipulated period, the Liquidate Damages at the rate of 0.15% of against the assigned services value will be imposed. The LD shall not be more than the assigned service.
- b. Any liquidated damages if not paid in cash by consultant shall be deducted from the invoice submitted by consultant and if not paid the same shall be deducted from the performance guarantee. The imposition of liquidated damages upon the Consultant and its payment does not absolve the Consultant from its obligations to delivery or from any other liabilities or obligations under the Contract.

13. TERMS OF REFERENCE / SCOPE OF WORK

The Firm shall deploy one (01) dedicated resource for the following scope of work.

- To coordinate with O/o DG P&TS on behalf of the company as focal point of contact.
- Assist all departments for arrangement of audit record for annual audits of company by O/o DG P&TS.
- To make coordination with all departments for provisions of the record during the audit process.
- Effectively liaise and coordinate with the O/o DG P&TS Audit teams for regulatory/special/ performance/issue- based audits of the Company.
- To prepare the replies of audit queries / observations of O/o DG P&TS for settlement with the help of the concerned departments.
- To facilitate management and provide relevant assistance to all departments of the Company for resolution/verification/ submission of response of PDPs to O/o DG P&TS.
- Ensure audit paras verification to O/o DG P&TS with record before DAC/PAC meetings and settlement of the same.
- To represent USF in Departmental Accounts Committee (DAC) and Public Accounts Committee (PAC) meetings.
- Preparation of working papers (annotated replies) in consultation with concerned departments to O/o DG P&TS for all related meetings including data verification, Pre-DAC, DAC, Pre-PAC, PAC, etc.

- Travel to O/o DG P&TS Lahore for verification of record on behalf of Company, USF will cover the expenses for traveling, boarding & lodging, subject to management approval, while consultant/ consultant firm will be solely responsible for any daily allowance.
- Have knowledge of the USF function, rules, and regulations as well SOPs of the USF.
- Presence of the dedicated resource in Company for five days a week and on as need basis when called. Normal working time at USF is 40 hours a week.
- The dedicated resource is entitled for maximum two leaves of absence per month during the period of consultancy other than public holidays.
- Undertake any other related task assigned by management and CIA.