



NATIONAL ACCOUNTABILITY BUREAU

No. CEF-

CONTRACT EVALUATION FORM

- 1) NAME OF THE ORGANIZATION / DEPTT. Federal Board of Revenue
- 2) FEDERAL / PROVINCIAL GOVT. / OTHER Federal
- 3) TITLE OF CONTRACT Supply & Installation of Diesel Generators for RTOs MCC/LTU Ibd.
- 4) TENDER NUMBER C.No.1 (2)/SS-PTR/2007.
- 5) BRIEF DESCRIPTION OF CONTRACT

The Govt of Pakistan has signed a Development Credit Agreement (DCA) with the World Bank for its Tax Administration Programme. Under this Programme the Board are intends to improve its infrastructure.
- 6) NEED ANALYSIS
(Why the procurement was necessary?)

Considering the current shortage of supply of electricity, there was an urgent made to alternate arrangement for smooth running of official work. In this back ground procurement of Generators for offices were made.
- 5) TENDER ESTIMATED VALUE Rs: 37,444,005
- 6) ENGINEER'S ESTIMATE
(For civil works only) Rs: 37,444,005
- 7) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT)
- 8) TENDER OPENED ON (DATE & TIME) 15-7-2008 2:00 P.M.
- 9) NUMBER OF TENDER DOCUMENTS SOLD 05
(Attach list of buyers)
- 10) NUMBER OF BIDS RECEIVED 05
- 11) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 05
- 12) BID EVALUATION REPORT
(Enclose a copy)

Contract awarded to M/s.Quality Brands who was the lowest responsive bidder (Copy of Bid Evaluation Report is attached.
- 13) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s.Quality Brands Multan Fabrics Building
Old Bodla Road, Multan
- 14) DATE OF CONTRACT SIGNING 10-01-2009.
(Attach a copy of agreement)

15) CONTRACT AWARD PRICE

Rs: 36,752,741.

16) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID).

Ist_lowest

17) METHOD OF PROCUREMENT USED : - (Tick one)

i) SINGLE STAGE – ONE ENVELOPE PROCEDURE ☒j) SINGLE STAGE – TWO ENVELOPE PROCEDURE ☐k) TWO STAGE BIDDING PROCEDURE ☐l) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE ☐- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY,
DIRECT CONTRACTING / NEGOTIATION ETC. WITH BRIEF REASONS:18) APPROVING AUTHORITY FOR AWARD OF CONTRACT World Bank

19) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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20) ADVERTISEMENT :

iii) PPRA Website (Federal Agencies)
(If yes, give date and PPRA's tender number)

Yes	Request for publication of IFB on the PPR Website was sent to PPRA vide letter No.5(4)SS-PR/2008 dated 25/5/2007
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No

ii) News Papers
(If yes, give names of newspapers and dates)

Yes	Dawn & Jang dated 27-05-2007
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No

21) NATURE OF CONTRACT

Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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22) WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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23) WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes		No	✓
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25) WAS BID SECURITY (EARNEST MONEY) OBTAINED FROM ALL THE BIDDERS?

Yes	✓	No	
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26) WHETHER THE SUCCESSFUL BIDDER WAS LOWEST EVALUATED BIDDER?

Yes	✓	No	
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27) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

Yes	✓	No	
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28) WHETHER INTEGRITY PACT WAS SIGNED?
(If yes, enclose a copy)

Yes	✓	No	
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?

Yes	✓	No	
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30) WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS?
(Attach copy of the bid evaluation report)

All Unsuccessful Bidders were informed at the time of release of their Bid Security.

Yes		No	✓
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31) WAS ANY NEGOTIATION DONE IN VIOLATION OF PPRA/OTHER APPLICABLE RULES
(If yes, give reasons)

Yes	
No	✓

32) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	✓

33) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS
(If yes, give details)

Yes	
No	✓

34) WAS THE EXTENSION MADE IN RESPONSE TIME?
(If yes, give reasons)

Yes	
No	✓

35) DEVIATION FROM QUALIFICATION CRITERIA

Yes	
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(If yes, give details)

No

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36) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?

Yes

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No

37) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(If yes, enclose a copy)

Yes

No

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38) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

Yes

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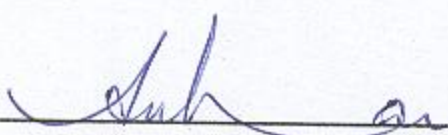
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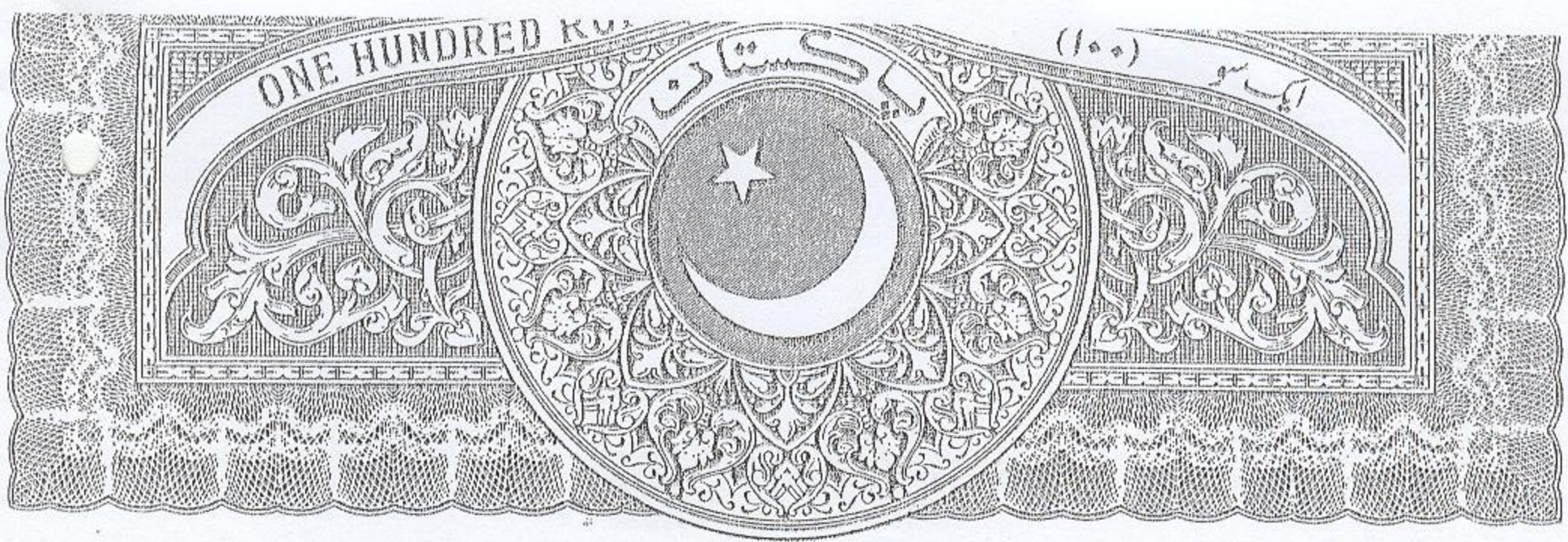
39) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes Special conditions are stipulated in The Contract Documents. Copy attached

No

Signature & Official Stamp of
Authorized Officer


Muhammad Ali Raza
Secretary Procurement-II
Tax Administration Reforms Project
Federal Board of Revenue
Islamabad



AGREEMENT

This agreement, made at the FBR House, Constitution Avenue, Islamabad on this day of 10th January, 2009 between the President of Islamic Republic of Pakistan through Chairman Federal Board of Revenue (GOP), Constitution Avenue, Islamabad (hereinafter called "the Employer") of the one Part and M/S Jubilee Power Plant Ltd. Middlesex United Kingdom through local agent M/S Quality Brand having its registered Office at 17-Hometax Export Zone, Multan Fabrics Building, Old Budhala Road, Multan through its General Manager (Technical) Mr. Zulfiqar Ahmed Adil Son of Fazal Elahi, holder of CNIC # 34201-0444307-3 Resident of House No. 199-D, Shah Ruknealam Colony Multan duly authorized to sign this Agreement for and on behalf of the Firm (hereinafter called "the Contractor") of the other Part, (hereinafter collectively called, the Parties").

WHEREAS the Purchaser invited bids for certain Goods viz., "Supply & Installation of Generators for Regional Taxpayers Offices at Various Locations all over Pakistan" under Tax Administration Reform Project (TARP) and has accepted a Bid by the Supplier for the supply of those Goods and Services (Lot 1 to 11) in the sum of Pak Rs. 36,752,741 (thirty six millions, seven hundreds fifty two thousands, seven hundred and forty one only) (hereinafter called "the Contract Price.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of this Contract Agreement viz:
 - a) This Contract Agreement
 - b) Special Conditions of Contract
 - c) General Conditions of Contract
 - d) Technical Requirements (including Schedule of Requirements & Technical Specifications)
 - e) The Supplier's Bid and original Price Schedules
 - f) The Purchaser's Notification of Award

Zee
Afzal Nau Bahar Kayani
Member (Tax Policy & Reform)
Federal Board of Revenue
Government of Pakistan
Islamabad



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3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
 4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
 5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
 6. Supplier hereby declares that it has not obtained or induced the procurement of this contract, right interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.
 7. Without limiting the generality of the foregoing Supplier represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor, subsidiary any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of this contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant to this contract.
 8. Supplier certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.
Supplier accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.
 10. Notwithstanding any rights and remedies exercised by GoP in this regard, Supplier agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by Supplier, as aforesaid for the purpose of obtaining or inducing the procurement of this contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

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Atzal Nau Bahr Kayan
Member (TP & R)

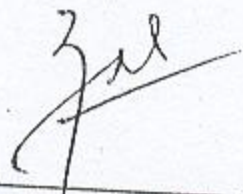


11. This contract is executed provisionally subject to vetting by Ministry of Laws, Justice and Human Rights.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Islamic Republic of Pakistan on the day, month and year indicated above.

For and on behalf of the Purchaser

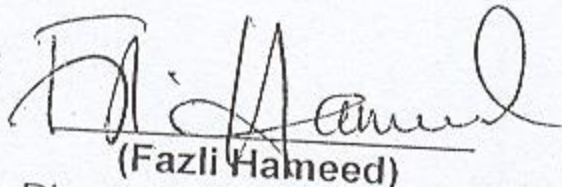
Signed for & on behalf of the Employer



(Afzal Nau Bahar Kayani)
Member (TP&R), FBR

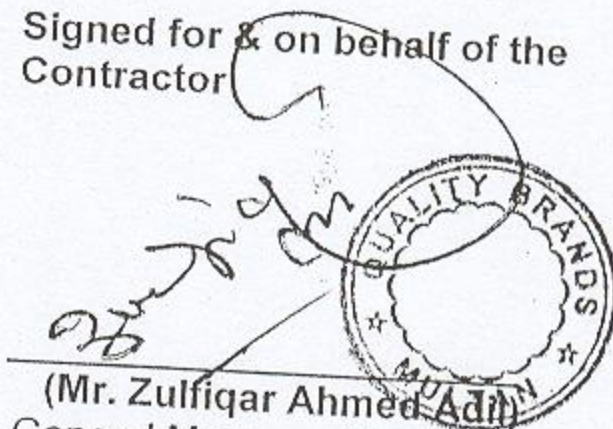
Afzal Nau Bahar Kayani
Member (Tax Policy & Reform)
Federal Board of Revenue
Government of Pakistan
Islamabad

Witness:



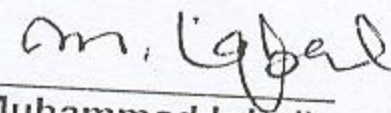
(Fazli Hameed)
Director (PMU), TARP, FBR

Signed for & on behalf of the Contractor



(Mr. Zulfiqar Ahmed Adil)
General Manager (Technical)
M/S Quality Brand

Witness:



(Muhammad Iqbal)
CNIC # 36102-8856927-3
17-Hometax Export Zone, Multan Fabrics
Building, Old Budhala Road, Multan

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GOVERNMENT OF PAKISTAN
REVENUE DIVISION
FEDERAL BOARD OF REVENUE

C. No. 1(2) SS-PTRI 07

Islamabad, the 6th December, 2008

To,

M/S Quality Brands
17- Hometex Export Zone,
Multan Fabricks Building,
Old Budhla Road, Multan

Subject: **Supply and Installation of Diesel Generators for Various RTOs and
MCC/ LTU Islamabad**

Please refer to your bid pertaining to the subject cited above.

It is to notify that your bid pertaining to Supply and Installation of Diesel Generators for Various RTOs and MCC/ LTU Islamabad for Lot-1 to Lot-11 has been accepted by the Federal Board of Revenue for an amount of Rs.36,752,741/-


Please note that commencement date of your Contract will be reckoned seven days after issuance of this notification of award.

Till the formal Contract is executed, this notification of award will be deemed as a binding Contract and all terms and conditions of the bidding documents shall be applicable.

You are advised to contact the undersigned immediately for contract execution.

You are further advised to submit the Performance Security within ten (10) days of issuance of this letter of award.

o/c

 6/12

Abdul Sattar Khan
Procurement Specialist

Copy for information to :

1-Member (TP&R)

2- Director (PMU)