



NATIONAL ACCOUNTABILITY BUREAU

No. CEF-A

CONTRACT EVALUATION FORM

- 1) NAME OF THE ORGANIZATION / DEPTT. Federal Board of Revenue
- 2) FEDERAL / PROVINCIAL GOVT. / OTHER Federal
- 3) TITLE OF CONTRACT Construction of Transit Accommodation for RTO Peshawar
- 4) TENDER NUMBER C.No.1(42)TA(P)PSP-PTR/2008.
- 5) BRIEF DESCRIPTION OF CONTRACT Construction of Transit Accommodation for RTO Peshawar
Civil/Electrical/Plumbing/Works.
- 6) NEED ANALYSIS

Under the Tax Administration Reform Project the Board has planned to Construct Transit Accommodation with 12 RTOs and LTU Islamabad. This is being done as a part of FBR infrastructure development to provide better residential facilities for the Officers. The Govt of Pakistan has signed a Development Credit Agreement with the World Bank for its Tax Administration Reform Project

(Why the procurement was necessary?)
- 7) TENDER ESTIMATED VALUE Rs: 17,322,329
- 8) ENGINEER'S ESTIMATE Rs: 17,322,329
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 360 days
- 10) TENDER OPENED ON (DATE & TIME) 18-8-2008 1:00 P.M.
- 11) NUMBER OF TENDER DOCUMENTS SOLD 04
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 03
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 03
- 14) BID EVALUATION REPORT Contract Awarded to M/s Zain-ul-Abdeen & Sons who was the lowest responsive bidder (Copy of Bid Evaluation Report is attached.
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Zain-ul-Abdeen & Sons Suit # B-15,
Spinzar Plaza University Road, Peshawar
- 16) DATE OF CONTRACT SIGNING 10-10-2008.
(Attach a copy of agreement)
- 17) CONTRACT AWARD PRICE Rs: 22,835,831
- 18) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). Ist_lowest

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

q) SINGLE STAGE – ONE ENVELOPE PROCEDURE ☒

r) SINGLE STAGE – TWO ENVELOPE PROCEDURE ☐

s) TWO STAGE BIDDING PROCEDURE ☐

t) 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:

20) APPROVING AUTHORITY FOR AWARD OF CONTRACT World Bank

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

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

v) 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.Nil dated 12-7-2008
No	

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

Yes	Dawn & Jang dated 14-7-2008
No	

22) NATURE OF CONTRACT

Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) 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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24) 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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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

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

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

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

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

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

Yes	✓	No	
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30) 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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31) 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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32) WAS ANY NEGOTIATION DONE IN VIOLATION OF PPRA/OTHER APPLICABLE RULES
(If yes, give reasons)

Yes	
No	✓

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

Yes	
No	✓

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

Yes	
No	✓

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

Yes	
No	✓

36) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give details)

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

Yes	✓	No	
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38) 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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39) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

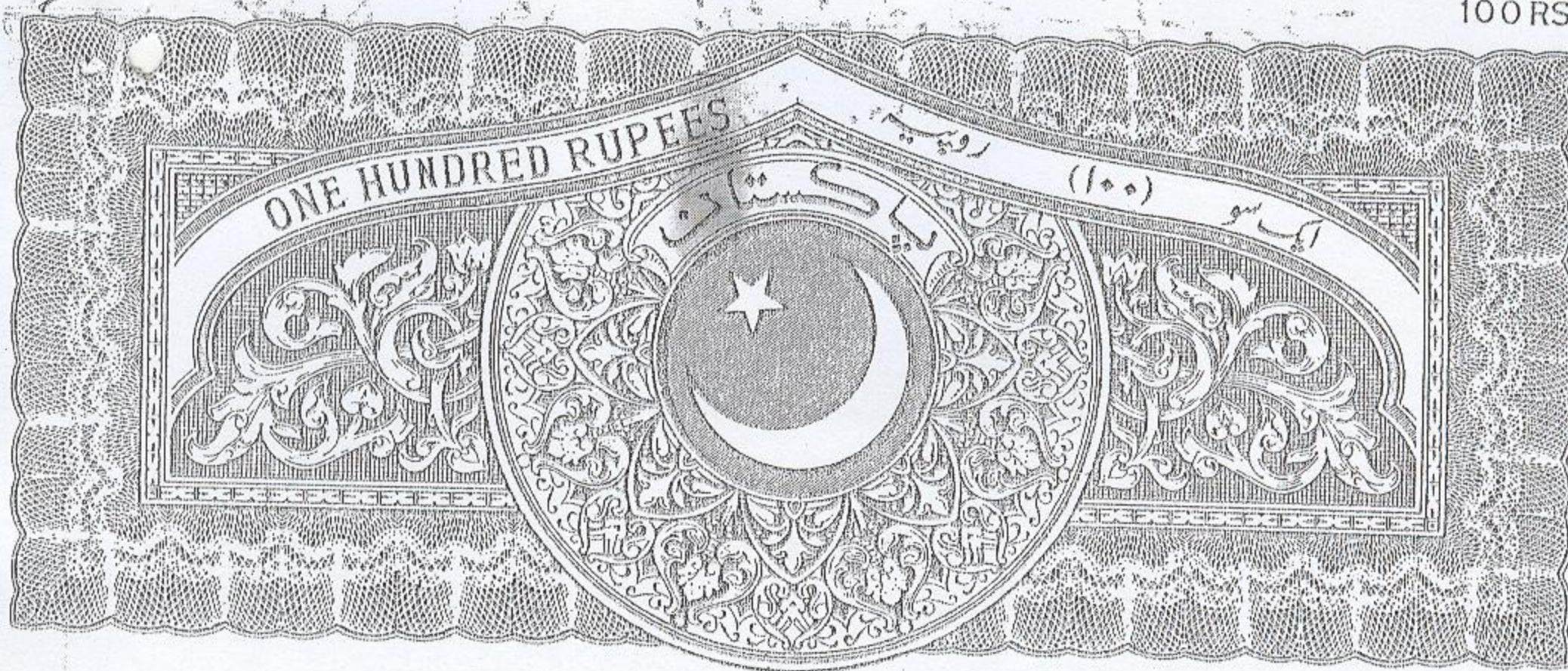
Yes	✓	No	
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40) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

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 is made at Islamabad on this 17th day of March, 2009 between The President of Islamic Republic of Pakistan through **Chairman Federal Board of Revenue, Revenue(GOP)**, Constitution Avenue, Islamabad (herein after called "the Employer") of the One Part and **M/s Zain-ul-Abdeen & Sons** having its registered office at Taj Chowk, Mingora Distt: Swat through its partner **Mr. Muhammad Zada S/O Zain-ul-Abdeen** holder of CNIC # 15602-0388801-5, Resident of Village Dangram Distt: Swat duly authorized to sign this agreement for an behalf of the Firm (hereinafter called "the contractor") of the other part, (herein after collectively called, "the parties").

Whereas the Employer is desirous that the contractor execute the works relating to Package-1 (Civil, Electrical, plumbing, HVAC and Mechanical works) for **Construction of Transit Accommodation for R.T.O, at Peshawar (Contract Identification No. 1(42)TA(P)-PSP-PTR/08**. World bank Loan/Credited name "Tax Administration reform Project" (hereinafter called "the Works") and the employer has accepted the Bid by the contractor for the execution and completion of such works and the remedying of any defects therein for a contract price not exceeding **Pak rupees 22,835,831.00 (twenty two million eight hundred thirty five thousand and eight hundred thirty one rupees only)**. (Hereinafter referred to as "the Contract Price".

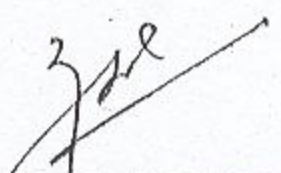
NOW THIS AGREEMENT WITNESSED AS FOLLOWS:-

- 1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the bidding documents volume-1, conditions of the contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
- 2 In consideration of the payments to be made by the Employer to the contractor as hereinafter mentioned, the contractor hereby covenants with the employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of this agreement.
- 3 The employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and the remedying of defects wherein the contract price or such other sum as may become payable under the provisions of this agreement at the times and in the manner prescribed by this agreement.
- 4 The contractor will not be entitled to any interest on account of any delayed payment(s).
- 5 The contractor 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 or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GOP) through any corrupt business practice.

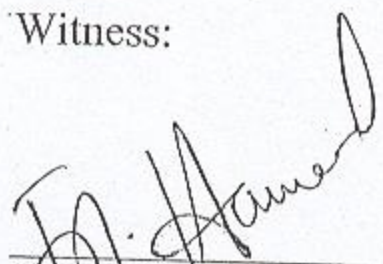


- 6 Without limiting the generality of the foregoing the contractor represent and warrants that it has fully declared the brokerage, commission, fees etc. Paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form GoP, except that which has been expressly declared pursuant hereto.
- 7 The Contractor certifies that it has made and will make fully 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.
- 8 The contractor accepts full responsibility and strict liability for making any false 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 void able at the option of GoP.
- 9 Notwithstanding any rights and remedies exercised by GoP in this regard, the contractor 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 the contractor as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from GoP.
- 10 In witness whereof the parties hereto have caused this agreement to be executed the day and year first above written.

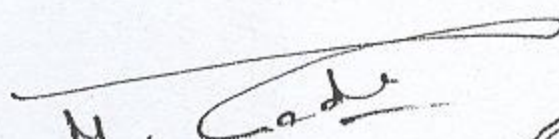
Signed for & on behalf of the
Employer


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

Witness:

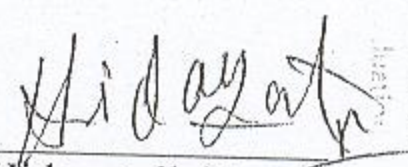

(Fazli Hameed)
Director(PMU)

Signed for & on behalf of the
Contractor


(Mr. Muhammad Zada)
Partner
(M/S Zain-ul-Abdeen & Sons)



Witness:


(Hidayatullah)
NIC # 15602 - 0389110-5

7

GOVERNMENT OF PAKISTAN
REVENUE DIVISION
FEDERAL BOARD OF REVENUE

C.No. 1(42)TA(P)-PSP-PTR/08/29419-R

Islamabad the 23rd February, 2009

M/S Zain-ul-Abdeen
Engineers and Constructors
Suit # B-15, Spinzar Plaza,
University Road, Peshawar

Subject: Award of Contract pertaining to the Construction of Transit Accommodation at RTO, Peshawar

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

It is to notify that your bid pertaining to the Construction of Transit Accommodation at RTO, Peshawar has been accepted by the Federal Board of Revenue for a lump sum amount of Rs. 22,835,831.00.

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

Till the formal Contract is executed, this award will be deemed as a bidding 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.

Copy for information to:

1. Secretary (Procurement-II)
2. Second Secretary (Projects-TR)

[Signature]
(Fazli Hameed)
Director (PMU)

[Signature]
23.2.2009