



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 Establishment of MCC Peshawar
- 4) TENDER NUMBER C.No.1(56)SS-PSP/2006.
- 5) BRIEF DESCRIPTION OF CONTRACT Interior Development and Refurbishment
Civil/Electrical/Plumbing/Networking/Furniture.
- 6) NEED ANALYSIS
(Why the procurement was necessary?)
Under the Tax Administration Reform Project the Board has planned to establish Model Custom Collectorates all over country. The Govt of Pakistan has signed a Development Credit Agreement with the World Bank for its Tax Administration Reform Project.
- 7) TENDER ESTIMATED VALUE Rs: 51,120,209
- 8) ENGINEER'S ESTIMATE Rs: 51,120,209
- (For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 150 days
- 10) TENDER OPENED ON (DATE & TIME) 17/1/2008 1:00 P.M.
- 11) NUMBER OF TENDER DOCUMENTS SOLD 09
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 09
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 09
- 14) BID EVALUATION REPORT Contract Awarded to M/s Zain-ul-Abdeen 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 Suit # B-15, Spinzar Plaza
University Road, Peshawar
- 16) DATE OF CONTRACT SIGNING 20/5/2008
(Attach a copy of agreement)
- 17) CONTRACT AWARD PRICE Rs: 45,641,657
- 18) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). 1st lowest responsive

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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22) ADVERTISEMENT :

xi) 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 13/12/2008
No	

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

Yes	Dawn & Jang dated 16/12/2007
No	

23) NATURE OF CONTRACT

Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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24) 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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25) 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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26) 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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27) WAS BID SECURITY (EARNEST MONEY) OBTAINED FROM ALL

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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THE BIDDERS?

28) WHETHER THE SUCCESSFUL BIDDER WAS LOWEST EVALUATED BIDDER?

Yes	/	No	
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29) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

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

Yes	/	No	
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31) 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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32) WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS?
(Attach copy of the bid evaluation report)
All unsuccessful Bidders were informed.

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

Yes	
No	/

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

Yes	
No	/

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

Yes	
No	/

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

Yes	
No	/

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

Yes	
No	/

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

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

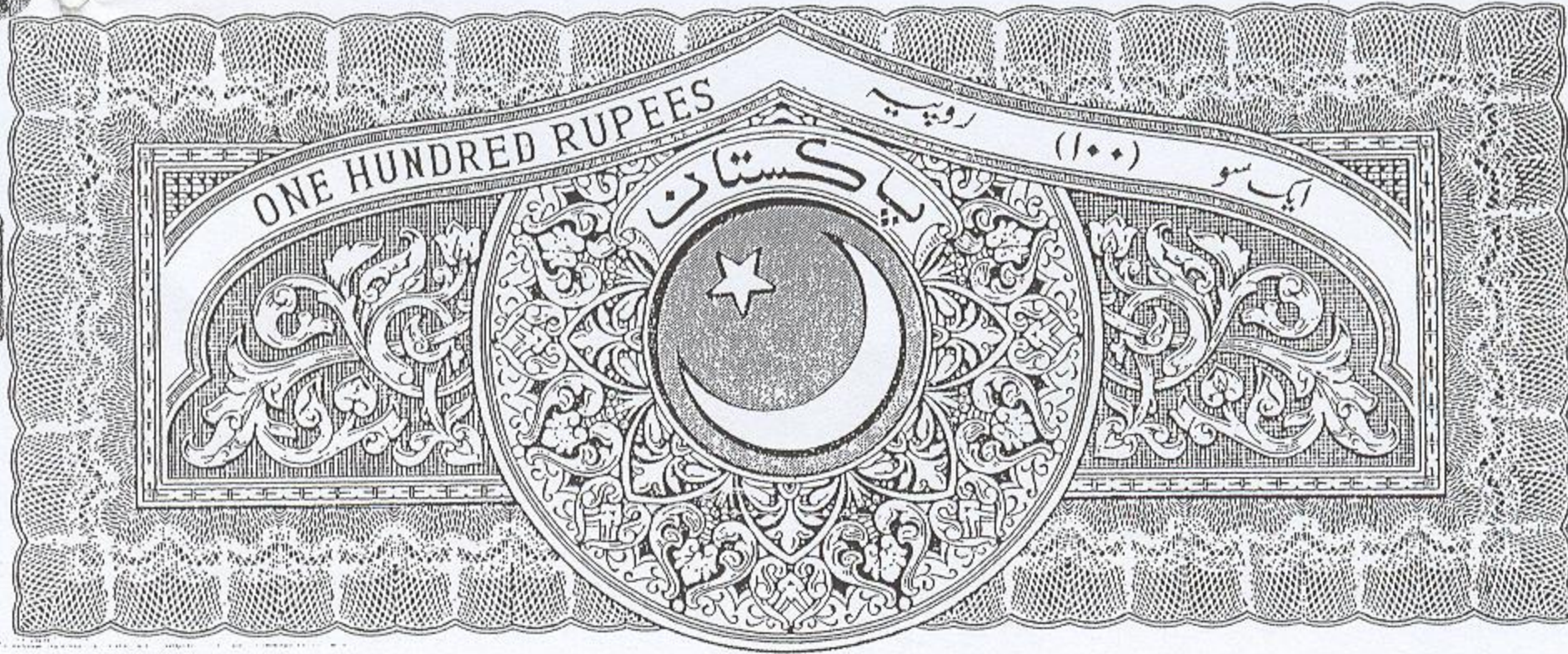
Yes	✓	No	
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41) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

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 20th May, 2008 between the President of Islamic Republic of Pakistan through Secretary General, Revenue Division (GOP), Constitution Avenue, Islamabad (hereinafter called "the Employer") of the one Part and M/S Zain-ul-Abdeen & Sons having its registered Office at Salman Plaza, Taj Chowk, Mangora, Dstt. Swat through its Partner Mr. Muhammad Zada S/O Zain-ul-Abdeen holder of CNIC # 15602-0388801-5 resident of House No. 43, Army Colony, Warsak Road, Peshawar 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").

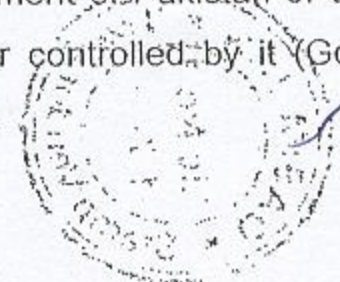
WHEREAS the Employer is desirous that the Contractor execute the Works relating to Interior Development and Refurbishment of Model Custom Collectorate at Peshawar under Contract Identification No. 1(56) SS-PTR/ 06 (hereinafter Called "the Works") and the Employer has accepted the Bid for a Contract price not exceeding Pak Rs. 45,641,657.50 (Forty five million, six hundred fort one thousand and six hundred fifty, seven and paise fifty) only.

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 Bidding Documents Volume-I, Conditions of the Contract hereinafter referred to, and 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 of defects therein in all respects within the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provision of the Contract at the times and in the manner prescribed by the Contract.
4. The Contractor hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Zain-ul-Abdeen & Sons
Engineers & Contractors

(11)



5. In addition to the foregoing provision, the Contractor further 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 any one within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission,

gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other Obligation or benefit in whatsoever form from GOP, except that which has been expressly declared pursuant to this contract.

6. The Contractor 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.

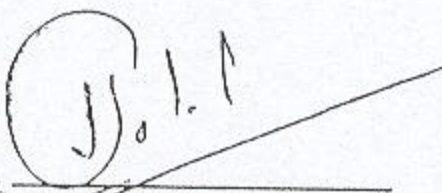
7. The Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege 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.

8. 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 form from the GoP.

9. This Contract is executed provisionally subject to vetting by Ministry of Law, Justice and Human Rights.

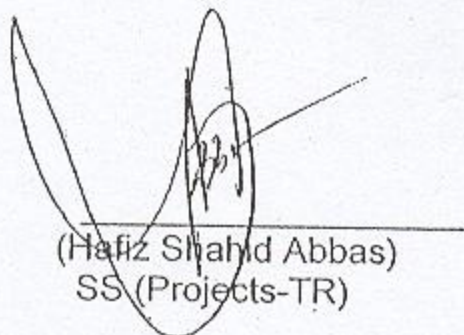
10. IN WITNESS whereof the Parties hereto have caused this Agreement to be executed in accordance with the Laws of Pakistan on the day and year first above written.

Signed for & on behalf of the
Employer



(Habib Fakhruddin)
Member (TP&R), FBR

Witness:



(Hafiz Shahid Abbas)
SS (Projects-TR)

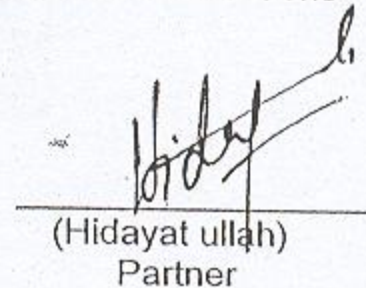
Signed for & on behalf of the
Contractor



(Mr. Muhammagg Zada)
Partner
Zain-ulAbdeen & Sons

Zain-ul-Abdeen & Sons
Engineers & Contractor

Witness:



(Hidayat ullah)
Partner

5. In addition to the foregoing provision, the Contractor further 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 any one within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission,

gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other Obligation or benefit in whatsoever form from GOP, except that which has been expressly declared pursuant to this contract.

6. The Contractor 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.

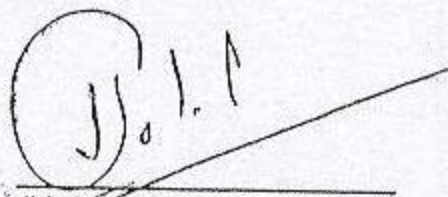
7. The Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege 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.

8. 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 form from the GoP.


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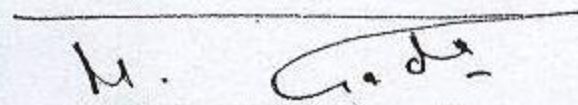
Signed for & on behalf of the
Employer


(Habib Fakhruddin)
Member (TP&R), FBR

Witness:

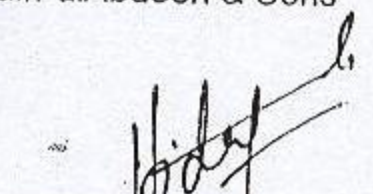

(Hafiz Shahid Abbas)
SS (Projects-TR)

Signed for & on behalf of the
Contractor


(Mr. Muhammagg Zada)
Partner
Zain-ulAbdeen & Sons

Zain-Ul-Abdeen
Engineers & Co

Witness:


(Hidayat ullah)
Partner

GOVERNMENT OF PAKISTAN
REVENUE DIVISION FEDERAL
BOARD OF REVENUE

C. No. 1(56) SS-PTRI 06

Islamabad, the 12th May, 2008

To,

✓ M/S Zain-ul-Abdeen, & Sons
Engineers & Constructors
Salman Plaza, Taj Chowk,
Mangora, Swat

Subject: **Notification of Award Pertaining to Interior Development and Refurbishment of Model Custom Collectorate at Peshawar**

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

It is to notify that your bid pertaining to the Interior Development and Refurbishment of Model Custom Collectorate at Peshawar has been accepted by the Federal Board of Revenue for an amount of Rs.45,641,657.50.

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.


Abdul Sattar Khan
Procurement Specialist

Copy for information to

1-Member (TP&R)

2- Mr. Nadeem Bashir, PD, RTO Peshawar