



NATIONAL ACCOUNTABILITY BUREAU

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS,

SERVICES & GOODS WORTH 50 MILLION (PKR) OR ABOVE

- 1) NAME OF THE ORGANIZATION / DEPTT. Federal Board of Revenue
FEDERAL / PROVINCIAL GOVT. / OTHER Federal
- 3) TITLE OF CONTRACT Supply of Furniture for RTOs, MCC & LTU Islamabad
- 4) TENDER NUMBER C.No.1(58)SS-PTR/2004.
- 5) BRIEF DESCRIPTION OF CONTRACT Supply of Office Furniture for all RTOs MCC & LTU Islamabad
Civil/Electrical/Plumbing/Networking/Furniture.
- 6) NEED ANALYSIS
(Why the procurement was necessary?) Under the Tax Administration Reform Project the Board has planned to improve its infrastructure. This also includes Supply of Office Furniture for RTO MCCs/LTUs all over country. The Govt of Pakistan has signed a Development Credit Agreement (DCA) with the World Bank for its Tax Administration Reform Project
- 7) TENDER ESTIMATED VALUE Rs: 184,198,159
- 8) ENGINEER'S ESTIMATE Rs: 184,198,159
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 360 days
- 10) TENDER OPENED ON (DATE & TIME) 24/9/2007 11:00 P.M.
- 11) NUMBER OF TENDER DOCUMENTS SOLD 05
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 05
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 05
- 14) BID EVALUATION REPORT Contract Awarded to M/s Westerns Computer (Pvt)Ltd. who was lowest responsive bidder (Copy of Bid Evaluation Report is attached.
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Westerns Computer (Pvt) Ltd. Lahore
- 16) DATE OF CONTRACT SIGNING 18/3/2008
(Attach a copy of agreement)
- 17) CONTRACT AWARD PRICE Rs: 149,083,095

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

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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 / No

22) ADVERTISEMENT:

xv) 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 16/6/2007

No

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

Yes Dawn & Jang dated 21/6/2007

No

23) NATURE OF CONTRACT

Local / Int.

24) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes / No

25) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes / No

26) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

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

Yes	✓	No	
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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	Certain changes were made in the drawings specifications, and BOQs due to which it was necessitated to extend the date to provide sufficient time to the bidders for preparation submission of Bids.
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	
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37) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give details)

No	✓
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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)

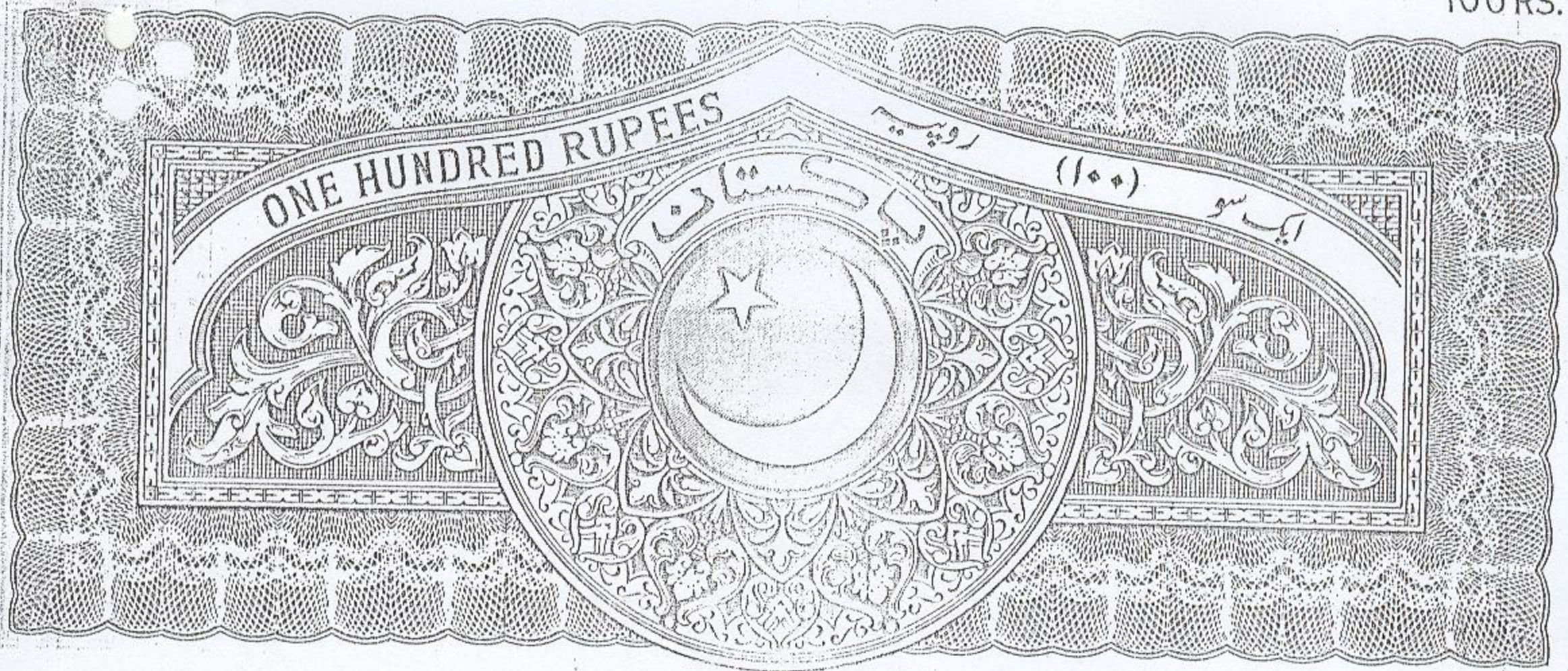
Yes	Special conditions are stipulated in The Contract Documents. Copy attached
No	

Signature & Official Stamp of
Authorized Officer


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

FOR NAB'S OFFICE USE ONLY

National Accountability Bureau, Ata-Turk Avenue, G-5/2, Islamabad.
Tele:-051-9206886; 051-9208680 & Fax:-051-9218994



CONTRACT

THIS CONTRACT, made at Islamabad on this 18th day of March 2008 between the President of the Islamic Republic of Pakistan through Federal Board of Revenue, Revenue Division, Government of Islamic Republic of Pakistan, having its principal place of business at FBR House, Constitution Avenue, Islamabad (hereinafter called "the Purchaser") of the one Part and **MOBI OFFICE FURNITUE COMPANY LTD.** having its registered office at Beitai Industry Zone, South area, Zhongshan, Guangdong, China through Mr. Raheel Mahmood Bhatti Managing Director of M/S. Western Computers (Pvt) Limited, 67-B/C-1, Gulberg III, Lahore, their Local agent in Pakistan (herein after called the Supplier) on the other Part.

WHEREAS the Purchaser invited bids for the "Supply and Installation of Furniture for Regional Taxpayers Offices at various locations, LTU / MCC Islamabad" under Tax Administration Reform Project (TARP) and has accepted the bid submitted by the Supplier for the supply of furniture made in China under ICB No.1(53)SS(PTR)/04 in the sum of Rs.149,083,092/- (Rs. One Hundred Forty Nine Million, Eighty Three Thousand and Ninety Two) only (hereinafter called the Contract Price).

NOW THIS CONTRACT WITNESSWTH AS FOLLOWS:-

1

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as an integral part of this agreement viz:
- a) This Contract;
 - b) Special Conditions of Contract;
 - c) General Conditions of Contract;
 - d) Technical Requirements (including Schedule of Requirements and Technical Specifications);
 - e) The Supplier's bid and original price schedules and
 - f) The Purchaser's Notification of Award.
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 referred to in Clause (2) above shall prevail in the order listed.
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 within the provisions of this Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provisions 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 this Contract.
6. Supplier hereby declares that it has not obtained or induced the procurement of this Contract, or any right, interest, privilege or other obligation or benefit from the 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, the Supplier represents and warrants that it has fully declared the brokerage, commission, fee 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 this Contract, or any right, interest, privilege or other obligation or benefit in whatsoever form, except that which has been expressly declared pursuant hereto.
8. Supplier certifies that it has made 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.
9. 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

11

7
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 rights 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, the 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 any contract, right, interest, privilege or other obligation or benefit in whatsoever form.
 11. **Payment for the goods supplied from abroad and related services shall be as under:**
 - (i) **Advance Payment:** Ten (10) percent of the CIP price shall be paid to the Local Agent within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the goods are delivered at the final destinations and in the form provided in the bidding documents or another form acceptable to the Purchaser.
 - (ii) **On Shipment:** Sixty (60) percent of the CIP price of the Goods that have been shipped shall be paid, through letter of credit opened in the favor of Local Agent, upon submission of documents specified in GCC Clause 12.
 - (iii) **On Acceptance:** (After Installation): Thirty (30) percent of the CIP Price of goods that have been installed shall be paid to the Local Agent within thirty (30) days of the submission of claim supported by the acceptance certificate issued by the Engineer and the Purchaser declaring that the goods have been satisfactorily installed.
 - (iv) **Local Currency Portion** 100% of the Local currency portion, relating to the inland transportation, related services, etc of the goods that have been delivered shall be paid to the Local Agent in Pak. Rupees within thirty (30) days of presentation of claim supported by a certificate issued by the Purchaser declaring that the goods have been delivered at site and issuance of inspection certificate and approval by the Engineer.
 12. The Supplier shall not be entitled to any interest on account of any delayed payment(s).
 13. The Supplier shall ensure that acceptance by Purchaser at the final destination clearly states that the physical verification of the technical specifications of the goods delivered are in accordance with the technical requirements specified in this Contract.
 14. This Contract shall be governed by the Laws of the Islamic Republic of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.
 15. This Contract is executed between the Parties provisionally in order to commence the Contract obligations till the formal Contract is vetted by Ministry of Law, Justice and Human Rights
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8
178
IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the Laws of the Islamic Republic of Pakistan on the day, month and year indicated above.

(For and on behalf of the Purchaser)

Singed

Name: (Mr. Habib Fakhruddin)
Member (TP&R)
Federal Board of Revenue, Islamabad

Signed

Name : Nafiz Shahid Abbas
Second Secretary (Projects-TR)

35201-1868945-3
(For and on behalf of the Supplier)

Signed

Name: Mr. Raheel Mahmood Bhatti
Managing Director
Western Computer (Pvt) Limited,
Lahore

WITNESSES

Signed

Name: Mr.

ARIF MAHMOOD

Government of Pakistan
Revenue Division
Federal Board of Revenue

C. No 1(58) SS-TPR/06

Islamabad 28th February, 2008

To,

M/S Western Computers (Pvt.) Ltd.
67/ B, C-1, Gulberg III, Lahore

Subject: Notification of Award for Supply and Installation of Office Furniture for Various RTOs and MCC/ LTU, Islamabad

This is to notify that your bid for Supply and Installation of Office Furniture for Various RTOs and MCC/ LTU, Islamabad has been accepted for an amount of Rs. 149, 083,092/- (one hundred forty nine million, eighty three thousand and ninety two) only.

2. You are requested to furnish Performance Security of an amount equivalent to 10% of the Contract Price within 28 days of the issuance of this notification, in accordance with the General Conditions of Contract in the prescribed form contained therein. You should immediately contact the undersigned for finalization and execution of the Contract.
3. Till the Contract is executed between you and FBR, this Notification of Award together with terms and conditions stated in the bidding documents will be deemed to be a binding Contract.
4. You are requested to proceed with the execution of the Contract. The date of start of the Contract will be reckoned from date of issuance of this Notification of Award.

Copy for information to:

1. Member (TP & R)
2. Member (Audit)
3. Mr. Israr Rauf DG, RTO, Karachi
4. Mr. Abdul Sattar Aora, Chief (Sales Tax)
5. Mr. Muhammad Iqbal SS (Project-Admn)

(Abdul Sattar Khan)
Procurement Specialist

Received
Raheel Sheth
28-02-08

File

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