## **Bid Evaluation Report**

1. Name of Procuring Agency:

Project Management Unit (PMU)

Flood Emergency Reconstruction Project (FERP)

Sindh Irrigation Department (SID)

2. Tender Reference No:

INF/KRY.No.50/2012

Tender Description/Name of work/item:

Package No. 08: Raising and Strengthening of Earth

work along B.U Bund from Mile 15/0 to 23/7, 27/6 to 35/3 and stone pitching 16/4 to 16/6, 20/7 to 21/4, 27/6

to 28/0, 29/6 to 30/3, 33/3 to 33/7.

4. Method of Procurement:

Single Stage: Two Envelope Bidding Procedure

National Competitive Bidding (NCB)

5. Tender Published:

Daily "Dawn" Karachi on 5th January 2012

Print & Electronic Media (SPPRA ID No. & News papers names with dates)

6. Total Bid documents Sold:

14 Number bid document sold

Total Bids Received:

09 Bids received

8. Technical Bid Opening date:(if applicable) 24th Jan 2012 (Provide details in separate form) (copies attached)

9. No. of Bid technically qualified (if applicable): 06 Bid Technically Qualified

10. Bid(s) Rejected:

03 (Bids Rejected)

11. Financial Bid Opening date:

30th January 2012 at 16:00 hours

12. Bid Evaluation Report:

SN.	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/ rejection	Remarks
0	1	2	3	4	5	6
I.	M/S Haji Muhakumdin Solangi	306,974,813.00	3 <sup>rd</sup> Lowest	19.46 % above	3 <sup>nl</sup> Lowest Evaluated Responsive Bidder	Disqualified on the basis of ITB Clause 39.1
2,	M/S Hafiz Rabnawaz & Co	308,215,113.00	5 <sup>th</sup> Lowest	24.76 % above	5 <sup>th</sup> Lowest Evaluated Responsive Bidder	Disqualified on the basis of ITB Clause 39.1
3	M/S SKAFS International Pvt. Ltd	333,897,851.00	6 <sup>th</sup> Lowest	29.72 %above	6 <sup>th</sup> Lowest Evaluated Responsive Bidder	Disqualified on the basis of ITB Clause 39.1
4	M/S Salman Enterprises	310,313,117.60	4 <sup>th</sup> Lowest	20.23 %above	4th Lowest Evaluated Responsive Bidder	Disquilified on the basis of ITB Clause 39.1
5	M/S MJB & Company	296,771,849.00	1 <sup>st</sup> Lowest	15.28 %above	1 <sup>st</sup> Lowest Evaluated Responsive Bidder	Pass (ADB approval attached)
6	M/S MAJ & FE (JV)	300,536,489,56	2 <sup>nd</sup> Lowest	16.74%above	2 <sup>nd</sup> Lowest Evaluated Responsive Bidder	Disqualified on the basis of 1TB Clause 39.1

Peputy Director (Procurement)
Flood Emergency Reconstruction Project,
Hyderabad

DEPUTY DIPECTOR

Procurentant Project Management Unit (PMU)

Flood Emergency Reconstruction Project

Employer for 1 and ensure that no professional encountries or small selected without employing attenuate and or of polymeers duly registered with PTs and the attenuation would be taken under the next that he decided and relevant provisions of the Bye size. I down of Acceptance Latter/Work Order Methods always he codorsed to PEC.



Serial No PEC-5A 233268

CATEGORI CONE

# PAKISTAN ENGINEERING COUNCIL

# LICENCE OF PAKISTANI CONSTRUCTOR/OPERATOR

(Under the We-laws of Pakistan Engineering Council 1987)

of which does not exceed Rs. 2000 (City) at COSAND). Similar provided the licensee fulfils all the qualification requirements prescribed by Client or Employers for a particular engineering

work; and subject to the licensee continuing to fulfilled, the requirements of the laws.

Field of Specialization

(Specialization Code Nos. for detail see overleaf)

Date of Issue 02/07/2012



Registrar
Pakistan Engineering Council,
Islamabad.

Note: 1. This Certificate of Registration is valid until 31st December 2012. It should be repewed on payment of the required fee for the next year. Application of renewal for the next year should be submitted by 05 November 2012.

Names of Professional Engineers working with the firm are shown on the reverse. The Consulting Engineer (the Engineer Incharge in case the consultant is not appointed) shall monitor the number of engineers employed by the Constructor and inform the Council accordingly.

3. This Licence shall be renewed before 31st March, 2013 without late payment surcharge.

# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

#### CONTRACT EVALUATION FORM

# TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

1)	NAME OF THE ORGANIZATION / DEPTT.		Sindh Irrigati	on Department	
2)	PROVINCIAL / LOCAL GOVT./ OTHER		<b>Provincial Government</b>		
3)	TITLE OF CONTRACT	Flood Eme	rgency Recon	struction Project	
4)	TENDER NUMBER	PACKAGE N	O. 08: -ADB/	IRR/SINDH/FERP	
5)	BRIEF DESCRIPTION OF	B.U Bund from	m Mile 15/0 t 16/4 to 16/6,	of Earth work along o 23/7, 27/6 to 35/3 & 20/7 to 21/4, 27/6 to	
6) 7)	FORUM THAT APPROVED THE SCHEM TENDER ESTIMATED VALUE		Asian Deve	lopment Bank 7,000,000 /-	
8)	ENGINEER'S ESTIMATE (For civil works only)		Rs. 25	7,391,485/-	
9)	ESTIMATED COMPLETION PERIOD (AS PE	R CONTRACT)	18	0 days	
10)	TENDER OPENED ON (DATE & TIME)		30th January 2	2012, 16:00 hours	
11)	NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers)		14 Nos.(In BE	R Reports attached)	
12)	NUMBER OF BIDS RECEIVED			09 Nos.	
13)	NUMBER OF BIDDERS PRESENT AT THE T	TIME OF OPENI	NG OF BIDS	09 Nos.	
14)	BID EVALUATION REPORT			Enclosed	
15)	(Enclose a copy) NAME AND ADDRESS OF THE SUCCESSFU	II. BIDDER	06 Nos. (In B	ER Reports attached)	
16)	CONTRACT AWARD PRICE	JE BIBBEIN	0011001 (III D	296,771,849/-	
17)	RANKING OF SUCCESSFUL BIDDER IN EV (i.e. 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> EVALUATION BID).	ALUATION RE	PORT  1 <sup>st</sup> : 2 <sup>nd</sup> : 3 <sup>rd</sup> :	296,771,849/- 300,536,490/- 306,974,813/-	
18)	METHOD OF PROCUREMENT USED : - (Tie	k one)			
a)	SINGLE STAGE - ONE ENVELOPE PROCEI	OURE	Dome	estic/Local	
b)	SINGLE STAGE - TWO ENVELOPE PROCE	DURE		~	
c)	TWO STAGE BIDDING PROCEDURE		_ [		
d)	TWO STAGE - TWO ENVELOPE BIDDING	PROCEDURE _	- E		
	PLEASE SPECIFY IF ANY OTHER METHOD OF EMERGENCY, DIRECT CONTRACTING / NEGO				

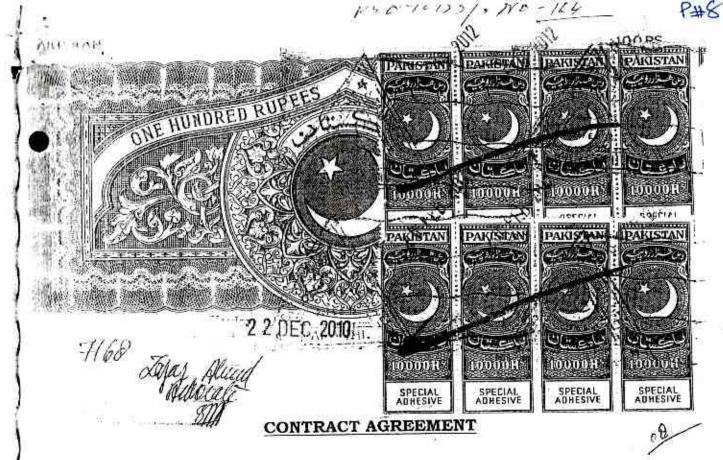
19) APPROVING AUTHORITY FOR AWARD OF CON	TRACT:	Procure	ment Com	mittee
20) WHETHER THE PROCUREMENT WAS INCLUDED		UAL PROC	UREMENT No	PLAN?
21) ADVERTISEMENT:	Yes		/KRY-No:	
<ul> <li>i) SPPRA Website (If yes, give date and SPPRA Identification No.)</li> </ul>	No		2012	
ii) News Papers (If yes, give names of newspapers and dates)	Yes	✓ "The I 05-01-	Dawn" Kara 2012	chi
(If yes, give names of newspapers and outes)	No			
22) NATURE OF CONTRACT	Domes	tic/Local √	No	
23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS (If yes, enclose a copy)	? Ye	s V	No	
24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS (If yes, enclose a copy)	Ye	is V	No	
25) WHETHER APPROVAL OF COMPETENT AUTHOR METHOD OTHER THAN OPEN COMPETITIVE BIDDIT		Yes Yes	O FOR USIN	G A
26) WAS BID SECURITY OBTAINED FROM ALL THE	BIDDERS	S? Yes	√ No	
27) WHETHER THE SUCCESSFUL BID WAS LOWEST BID / BEST EVALUATED BID (in case of Consultan	EVALUA	TED Ye	s √ No	
28) WHETHER THE SUCCESSFUL BIDDER WAS TEC COMPLIANT?	HNICALL	Y Yes	No	
29) WHETHER NAMES OF THE BIDDERS AND THEIR THE TIME OF OPENING OF BIDS?	R QUOTEI	Yes Y	VERE REAL	OUT
30) WHETHER EVALUATION REPORT GIVEN TO B CONTRACT?	IDDERS E	SEFORE TH	HE AWARD	OF
(Attach copy of the bid evaluation report)		Yes	No	-1

(If yes, result thereof)	Yes			
	No		Ŋ	
32) ANY DEVIATION FROM SPECIFICATIONS GIVEN	IN THE TE	NDER NO	TICE / DOC	UMEN
(If yes, give details)	Yes			
	No		V	
33) WAS THE EXTENSION MADE IN RESPONSE TIME (If yes, give reasons)	? Yes	VV 550 (1515)	e to abnorma	al
	No			
<ol> <li>DEVIATION FROM QUALIFICATION CRITERIA (If yes, give detailed reasons.)</li> </ol>	Yes			
	No		V	
36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL O	Yes OF THE PRO	√ CURING A	No GENCY TO	THE
SUPPLIER'S PREMISES IN CONNECTION WITH THE PRO	OF THE PROC CUREMENT BROAD:	? IF SO, D	GENCY TO	THE
36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF SUPPLIER'S PREMISES IN CONNECTION WITH THE PROBE ASCERTAINED REGARDING FINANCING OF VISIT, IF A (If yes, enclose a copy)	OF THE PROC CUREMENT BROAD:	V CURING A ? IF SO, D	GENCY TO ETAILS TO	THE
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROBE ASCERTAINED REGARDING FINANCING OF VISIT, IF A  (If yes, enclose a copy)  37) WERE PROPER SAFEGUARDS PROVIDED ON ME	OF THE PRODUCEMENT BROAD:	? IF SO, D	GENCY TO ETAILS TO	
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROBE ASCERTAINED REGARDING FINANCING OF VISIT, IF A  (If yes, enclose a copy)  37) WERE PROPER SAFEGUARDS PROVIDED ON ME	OF THE PRODUCEMENT BROAD:	? IF SO, D	GENCY TO ETAILS TO	
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROBE ASCERTAINED REGARDING FINANCING OF VISIT, IF A  (If yes, enclose a copy)  37) WERE PROPER SAFEGUARDS PROVIDED ON MITTHE CONTRACT (BANK GUARANTEE ETC.)?  38) SPECIAL CONDITIONS, IF ANY	OF THE PRODUCEMENT BROAD: YES	? IF SO, D	GENCY TO DETAILS TO NO NCE PAYM	
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROBE ASCERTAINED REGARDING FINANCING OF VISIT, IF A (If yes, enclose a copy)  37) WERE PROPER SAFEGUARDS PROVIDED ON MITTHE CONTRACT (BANK GUARANTEE ETC.)?	OF THE PRODUCTION OF T	? IF SO, D	GENCY TO DETAILS TO NO NCE PAYM	
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROBE ASCERTAINED REGARDING FINANCING OF VISIT, IF A  (If yes, enclose a copy)  37) WERE PROPER SAFEGUARDS PROVIDED ON MITTHE CONTRACT (BANK GUARANTEE ETC.)?  38) SPECIAL CONDITIONS, IF ANY	OF THE PRODUCTION OF T	P IF SO, D  PS    N ADVA  S    √	GENCY TO DETAILS TO NO NCE PAYM	

31) ANY COMPLAINTS RECEIVED

<u>SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi</u>

Tele: 021-9205356; 021-9205369 & Fax: 021-9206291



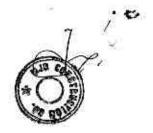
THIS AGREEMENT made the 25th day of February 2012 between Sindh Irrigation Department (SID), through Executive Engineer Sakro Division @ Mirpur Sakro Sindh (hereinafter "the Employer") of the one part, and M/S MJB Construction Company (hereinafter "the Contractor") of the other part.

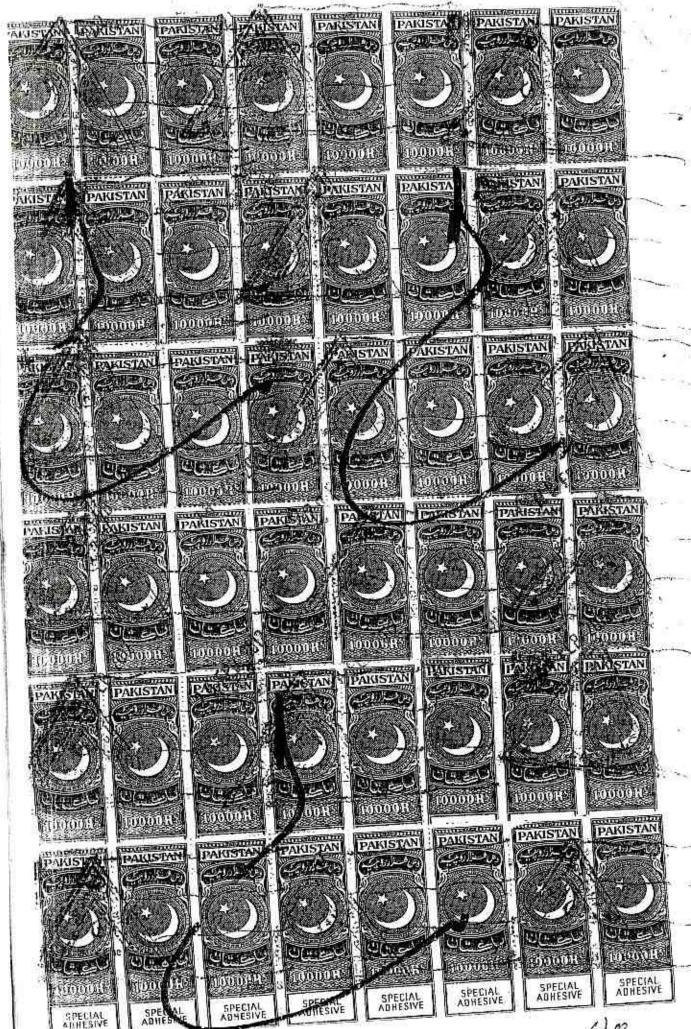
WHEREAS the Employer desires that the Works known as Braising and Strengthening of Earth Work along B.U. Bund from Mile 15/0 to 23/7, 27/6 to 35/3 and Providing Stone Pitching from Mile 16/4 to 16/6, 20/7 to 23/4, 27/6 to 28/0, 29/6 to 30/3, 33/3 to 33/7, should be execution and completion of these works and the remedying of any defects therein.

The Employer rand the Contractor agrees as follows:

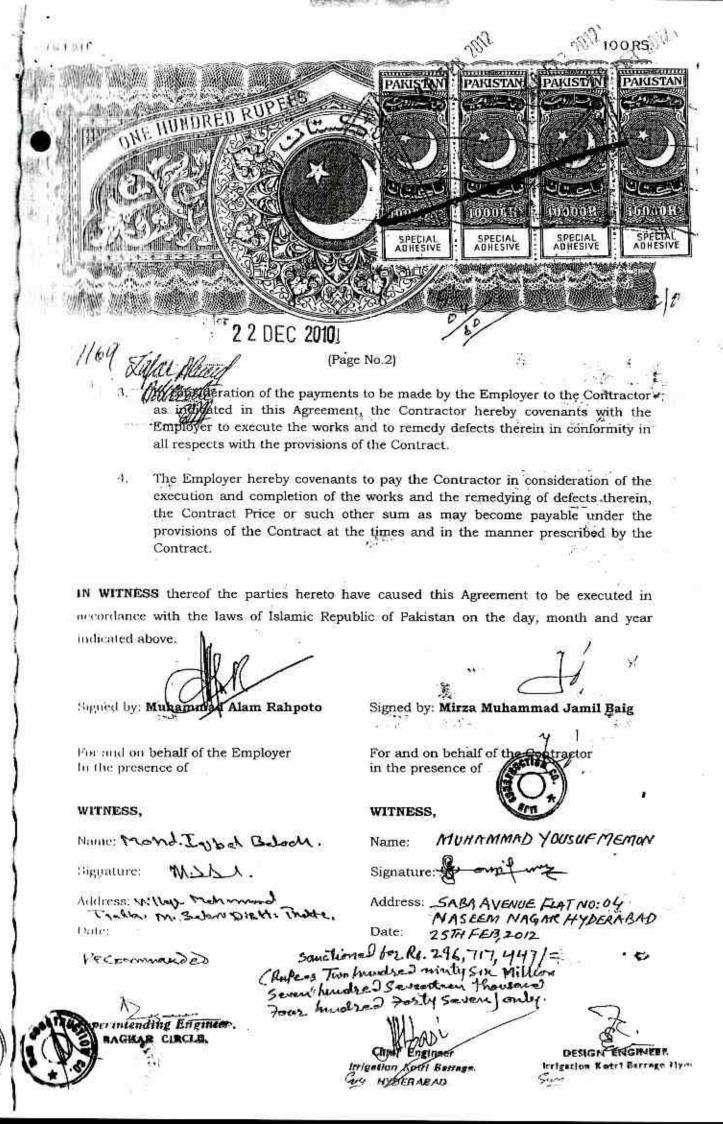
- In this Agreement works and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
- The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - The Letter of Acceptance
  - The Letters of Technical Bid and Price Bid
  - The Addenda Nos
  - The Particular Conditions
  - The General Conditions
  - The Specification
  - The Drawings
  - The completed schedules
  - = The cash flow projections; and
  - The environment management plan (EMP)



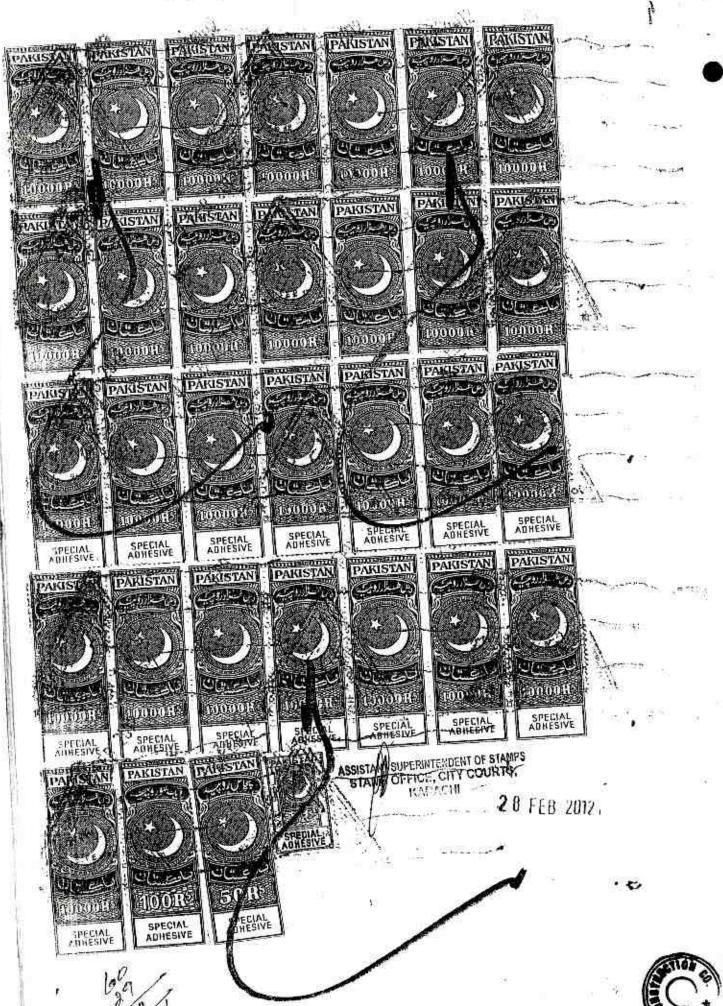




THE COMMENT



890153 - No-164





Reference No: TC/ /60 Hyderabad, Dated 21 /02/2012

M/5 MJB Company

Package No:8 Raising & Strengthening of Earth work Along BU Bund from Mile 15/0 to 23/7, 27/6 to 35/3 & providing Stone Pitching from Mile 16/4 to 16/6, 20/7 to 23/4, 27/6 to 28/0 29/6 to 30/3 33/3 to 33/7.

Subject: Notification of Award

(Bid Number: NCB-08-FERP/Irrigation-Sindh)

This is notify you that your Bid dated 24 January 2012 consisting of the Technical and Price Bids for execution of the Raising & Strengthening of Earth work Along BU Bund from Mile 15/0 to 23/7, 27/6 to 35/3 & providing Stone Pitching from Mile 16/4 to 16/6, 20/7 to 23/4, 27/6 to 28/0 29/6 to 30/3 33/3 to 33/7. NCB-08-ADB/IRR/SINDH/FERP, for the Accepted Contract Amount of equivalent of PRs 296,717,447(TWO HUNDRED NINTY SIX MILLION, SEVEN HUNDRED SEVENTEEN THOUSAND FOUR HUNDRED & FORTY SEVEN PAKISTANI RUPEES ONLY), as corrected & modified in accordance with the instruction to Bidders is hereby accepted by the Procurement Committee.

You are requested to furnish the performance Security in accordance with the Condition for Contract, using for that purpose the Performance Security from included in Section 9 (Contract Forms) of the Bidding Document. Please find attached Appendix 1. We would appreciate if your authorized Representative could meet the undersigned before 22 02 2012 for agreeing certain time lines. stipulated therein.

(Appendix, 1)

(hpoto) **Executive Engineer** Mirpur Sakro Division

Thatta.

Cc:

Chief Engineer, Kotri Barrage Region Hyderabad PD PMU, FERP Hyderabad \* Project Manager, PMC, Hyderabad Procurement Specialist, ADB (051-2600366)



#### CONCLUSIONS AND RECOM MENDATIONS

On the basis of the systematic evaluation of bids as presented in this report, it was concluded that Six (06) out of the Nine submitted bids were considered Substantially Responsive (Appendix 9).

bids were considered bids received, Three (03) Of the Nine Unqualified/Substantially Non Responsive. Six Bidders at serial number (2,3,4,5, 8 and 9) are considered as Substantially Responsive and Qualified for opening their price proposals. Price proposals of the rest (serial number 1, 6 and 7) may be returned unopened.

Signed (Abdul Rahman Nizamani ) S.E Baghar Circle

igned Ahmed Junaid Memon) P.D-PMU-FERP

(M.Mithal Abbasi) C.E Kotri Barrage Region

Member

Hyderabad. Chairman

Member/Secretary Margare Salven

Member

(Jamal Mangan)

DD-PMU-FERP

Member

Signed

(Iftakar-ul-Hassan) Divisional Acct: Officer

Member

The Record of Bid Opening (Price Proposals) was prepared soon after the bids were announced. The details are as follows:

Sr.	Name of the Bidder	Bid Price in Words	Discount Offered	Final Bid Price (after discount if any)	Signature
ı	M/S Haji Muhkumddin Solangi	Three hundred and six million, nine hundred and seventy four thousand, eight hundred and thirteen Pakistan rupees only.	Nil	306,974,813.00	
2	M/S Hafiz Rabnawaz & Co	Three hundred and eight million, two hundred and fifteen thousand, one hundred and thirteen Pakistan rupees only.	Nil	308,215,113.00	AL-Z
3	M/S SKAFS International Pvt Ltd.	Two hundred and forty seven million, eight hundred and forty nine thousand, two hundred and thirty six Pakistan rupees only.	Nil	247,849,236.00	Guer :
4	M/S Salman Interprises	Three hundred and ten million, three hundred and thirteen thousand, one hundred and seventeen Pakistan rupees and sixty paisa only	Nil	310,313,117.60	Amie P)
5	M/S MJB & Company	Two hundred and ninety six million, seven hundred and seventy one million eight hundred and forty nine Pakistan rupees only.	Nil	296,771,849.00	- James
6	M/S MAJ & FE (JV)	Three hundred million, five hundred and thirty six thousand, four hundred and eighty nine Pakistan rupees and fifty six paisa only.	Nii	300,536,489.56	( Prig

(Rahpoto) Executive Engineer Member/Secretary

Signed

Signed (Abdul Rehman Nizamani) (Ahmed Junaid Memon) P.D-PMU-FERP

S.E Baghar Circle Member

Member

Signed Mittel Abbasi)

Chief Engineer, Kotri Barrage

Chairman

(Jamal Mangan) DD-PMU-FERP

Member

(Iftikhar ul Hasan) Divisional Acct: Officer

Member

# COMPARATIVE STATEMENT- BID PRICE

Egging Date to meeting John Toward and the state of the s				We that Makes	ddie Solami	M/S Haffe Rubarraze & Co	NE & Co	Bidde M/S SKAFS International Pvt	Bidder Nar	Name M/S Salman Interpreten	espolites	MS MJB & Company	- Lundana	MIS MAJ & PE (JV)	E FE (JV)
Comparison of the control of the c	S. No.	Dems		100000000000000000000000000000000000000	100000			Section 1	*		*		Se S	7100 Trice	% Difference
Comparison of the control of the c			Final Amount		Ofference	PRS	Ofference	PRE	Difference	President of	2	T. Delines		2	7
		Engaging Dobrt for removing junglit	1,462,282.76	A CONTRACTOR OF THE PARTY OF TH	1.25%	-	32 57%	2,329,400	59.20%	STATE OF STA	38 16%	A 101 101 101 101 101 101 101 101 101 10	30.31%	STORY STORY	36.769
1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,	1	Poughary three inner and levelog between jet arms	293,064.27		44.30%		21 31 DK 12	THE PERSONNELLY	100		47 55.96	のながら	37 97%	A 25 P. S. P.	29 535
1,2,2,4,6,10   1,2,2,4,10   1	1	Defines at Exemption undersead lead upon 1000 (a). Coliners or hard and	24,835,819.35	1200000	34.11%	50000	404 35%		201 45%		A6. 34	5/44	33.71%	A STATE OF	82.78
12.2 kg   12.2		Lecture ments in 6" layers leveling complete	4,896,790,83	THE PERSON NAMED IN	51.15%	40.00	16.27%		103.407	The second second	-		Non-section 1		
Secretary and the control of the con		Earth work comparison by these fact rollor and power roller with optimum monther content 90 % AASHTO America (HW)	16.236,526.88	WEIGHT.	40.27%	187714	-291%		12.21%		40.27%	Warrier.	33.25%		38.51
19.20   19.2		Carriage of maniphs of 100 CR7 was of all menculais the done aggregate, spend, cost, time and his no of any refor- ments control the controllers lead 1 Miles including Supply from across to mit of outh.	. Sec.	i i	39,08%	Tree day	.32 98%	OCCUPACE!	4213		36.91%		34 22%		ACU-195000
The content of previous to device by a content of the content of	18	Early usek exercision in integrator charactecturalists and charactectural excitors grades and professionarists despend of and charactecturalists. Supposed of and charactecturalists for proceed of and charactecturalists.			19 38%		95.70%				#12.73		78		\$25E
10   10   10   10   10   10   10   10	-	Several distance & property, 6th pract th relative	947,586.82	_	20.36%	Marie Care	25.37%	B 4	-271%	Mental Lakson	35.40%	124,141	33 90%		5,31
See promit (2. b) the unit attract productions (2.0.515), and the unit attracts and the		Some filling in hand partied as filling betand estanding units or in patients and sparen behaving buply from	3,504,020.75		-70.79%		24.31%		79,02%	発展しませ	-68 92%		¥6017-	题	£2;
Secretary and the control of the con	9	Stone graching IV. Sub-base with human, decinal some on surface had in occura IV. defining or maintain within 1 decinal heighting Stupic form source to the of unit-	TOTAL C		.93.31%		45.86%	A 10 A 10 A	-39.23%		-93.44%		-53.66%		*****
The control which is supplied and grown a break through the control which is supplied to the contro	1:	the secondary is recognized to the secondary	45 872 13	1	-91 64%	THE STATE OF	401 48%	100°E	87.16%	A CONTRACTOR	-87.30%	2 700	20.00	Company of the	200
Proposition where the displacement of the continued of th	2	Projecting air basis is applicing and processing share mean.  1.5 — page is approved great to transmission and trackness of great of the language and trackness of great of the language and the second of the language and the second of the language and the second of the language and compares on the second of the language and the languag			12.99%		175.59%		37.80%		19.42%				2 q
Triangle for the content of the cont	2			3 - 1/4   THE STATE	23 20%		9051%		17.34		8 8		34.767		12.22
Preventing 1.** Titled tocontribute prevence created in the constitution prevence created in the constitution of parts and parts to contribute and parts to contribute and parts	*	Appaints paties directly before into action and its basilinates and out to secure into 10 channes in root order actioning all out of thems in the Problem and Som	,	1	198.64%		e-amiliës com		7.32		39 88%		m		38.8
0.000 0.000	*	Providing 1.3" think considers presents to provide authors only and graced by applying 1.3". In the considers only provided and provided authors and provided authors and provided authors on the provided authors on the consideration (C. basing supported and action bit and 3 CPT or provided authors of contrast and authors are related bits and action of the contrast and action and action of the contrast and action and action and action actions and action action action and action actions are action as a second action a		111	37.078		£1.23		20.959		32.2*			[編]	580
The same of the sa	1		90006	-	9000					900,000	000			1	200

Containe MS MJB & Co has offered lowest evaluated rate i.e. 15, 28% above the estimate and hence is proposed as lowest evaluated responsive Bidder.

#### INTEGRITY PACT

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: IFB No:08-ADB/IRR/Sindh/FERP(NCB) Dated: 14-02-2012

Contract Value: PRs. 296,717,447/-

Contract Title: Package No. 08: Raising & Strengthening of Earth work along B.U Bund from

Mile 15/0 to 23/7, 27/6 to 35/3 & SP 16/4 to 16/6, 20/7 to 21/4, 27/6 to

28/0, 29/6 to 30/3, 33/3 to33/7.

M/S MJB & Company Government 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 Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, M/S MJB & Company Government Contractor 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 or 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 a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

M/S MJB & Company Government 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/S MJB & Company Government 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 PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this negated, M/S MIB & Company Government Contractor agrees to indemnify/PA for any loss or damage incurred by it on account of its corrupt business practices and fulfither pay compensation to PA in an amount equivalent to ten time the sum of any commission, gratification, bribe, furthers fee or kickback given M/S MIB & Company Government 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 PA.

Godby 6760908 GOPLERS 160966

Deputy-Director (Procurement)
Flood Emergency Reconstruction Project,
Hyderabad

DEPLITY BINECTOR Procurement Protect Management Flood Emergency Reconstruction



### Asian Development Bank

#### Pakistan Resident Mission

/7 February 2012

Mr. Ahmed Junaid Memon Project Director Flood Emergency Reconstruction Project Hyderabad

Subject: Loan No 2742/2743-PAK (SF): Flood Emergency Reconstruction Project (FERP)
- Contract Award for Civil Works Packages 5, 6, 7 & 8

Dear Mr. Memon,

 ADB approves EA's recommendation to award the contracts to the following Bidders as recommended in the Bid Evaluation Reports (BERs) submitted through your letter dated 1 February 2012.

S.No	Package No	Bidder Name	Contract Price
1	Package No 5: Raising & Strengthening of Earthwork along Indo Bund from Mile 0/0 to 15/6.	M/S Abdul Hakeem Chachar & Sons	PRs. 195,363,440
2	Package No 6: Raising and Strengthening of MS Bund From Mile 12/0 to 18/1+150 & Mile 18/3+30 to 24/7 & Raising of old stone pitching from Mile 14/6 to 18/1+150 and Mile 18/3+30 to 22/0.	M/s MAJ & ICC (J.V)	PRs. 197,599,169
3	Package No 7: Raising & Strengthening of Earth Works along Link Canal Bund from RD. 56 to RD. 64 and Providing Stone Pitching from RD. 70 to RD. 80	M/S Shams Builders & Developers & NKC (J.V)	PRs. 81,469,719
4	Package No 8: Raising and Strengthening of Earthwork Along BU Bund from Mile 15/0 to 23/7 & Providing stone pitching from mile 27/6 to 35/3.	M/S MJB & Company	PRs, 296,717,447

Please send us copies of the signed contracts at the earliest possible.

Yours sincerely,

Werner E.Liepach

CC Secretary Irrigation Department, Government of Sindh

PARTIT

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