


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.34/2012**
3. Tender Description/Name of work/item: **Package No. 07: Raising and Strengthening of Earth work along Link Canal Bund from RD-56 to RD-64 and providing stone pitching from RD 70 to RD 80.**
4. Method of Procurement: **Single Stage: Two Envelope Bidding Procedure**
National Competitive Bidding (NCB)
5. Tender Published: **Daily "Kawish" Hyderabad on 5th January 2012**
Print & Electronic Media (SPPRA ID No. & News papers names with dates)
6. Total Bid documents Sold: **18 Number bid document sold**
7. Total Bids Received: **11 Bids received**
8. Technical Bid Opening date:(if applicable) **23rd Jan 2012**(Provide details in separate form) **(copies attached)**
9. No. of Bid technically qualified (if applicable): **05 Bid Technically Qualified**
10. Bid(s) Rejected: **06 (Bids Rejected)**
11. Financial Bid Opening date: **30th January 2012 at 12:00 hours**
12. Bid Evaluation Report:

S No	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
1.	M/S Hafiz Rabnawaz & Co	84,592,366.00	3 rd Lowest	22.15 % above	3 rd Lowest Evaluated Responsive Bidder	Disqualified on the basis of ITB Clause 39.1
2.	M/S Abdul Hakeem Chachar	85,712,475.50	4 th Lowest	23.77 % above	4 th Lowest Evaluated Responsive Bidder	Disqualified on the basis of ITB Clause 39.1
3.	M/S Sher Muhammad Mugheri	86,290,014.50	5 th Lowest	24.60 %above	5 th Lowest Evaluated Responsive Bidder	Disqualified on the basis of ITB Clause 39.1
4.	M/S Mian Abdul Jabbar & Co	81,602,918.00	2 nd Lowest	17.84 %above	2 nd Lowest Evaluated Responsive Bidder	Disqualified on the basis of ITB Clause 39.1
5.	M/S Shams Builders & Developers & NKC (JV)	81,469,719.00	1 st Lowest	17.64% above	1 st Lowest Evaluated Responsive Bidder	Pass (ADB approval attached)


Deputy Director (Procurement)
 Flood Emergency Reconstruction Project,
 Hyderabad

DEPUTY DIRECTOR
 Procurement Project Management Unit (PMU)
 Flood Emergency Reconstruction Project

Employer to please ensure that no professional engineering work shall be executed without employing adequate number of engineers duly registered with PEC in case of violation action would be taken under section 27 of the Act and relevant provisions of the By-Laws A copy of Acceptance Letter / Work Order must always be endorsed to PEC



Serial No 251813
PEC-5A

CATEGORY C-FOUR

PAKISTAN ENGINEERING COUNCIL

Licence No Category C-4 Validity 31st December, 2012

LICENCE FOR PAKISTANI CONSTRUCTOR/OPERATOR
(Under the laws of Pakistan Engineering Council 1987)

SHAMS ENGINEERS DEVELOPERS (Licensee)

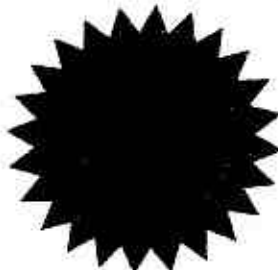
with head office at SH RESIDENCY PLOT#14 HDA
COMMERCIAL HOUSING ME OP DEGREE COLLEGE ALAMDAR CHO
has/have been engaged in construction in cooperation of Engineering Works By-Laws
OASIMABAD HYDERABAD

1987, until the validity date construction engineering works the construction/capital cost
of which does not exceed Rs. DREDI provided the licensee fulfils all

the qualification requirements prescribed by Client or Employer for a particular engineering
work; and subject to the licensee continuing to fulfil the requirements of the laws.

Field of Specialization **CE10 (ONE ONLY) XXXXXXXXXXXXXXXXXXXXXXX**

(Specialization Code Nos. for detail see overleaf)



M. N. Khan
Registrar
Pakistan Engineering Council,
Islamabad.

Date of Issue 02/10/2012

- Note:
1. This Certificate of Registration is valid until 31st December 2012. It should be renewed on payment of the required fee for the next year. Application of renewal for the next year should be submitted by 05 November 2012.
 2. 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 Irrigation Department
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Provincial Government
- 3) TITLE OF CONTRACT Flood Emergency Reconstruction Project
- 4) TENDER NUMBER PACKAGE:07-ADB/IRR/SINDH/FERP
- 5) BRIEF DESCRIPTION OF Raising and Strengthening of Earth work along Link Canal Bund from RD-56 to RD-64 and providing stone pitching from RD 70 to RD 80.
- 6) FORUM THAT APPROVED THE SCHEME Asian Development Bank
- 7) TENDER ESTIMATED VALUE Rs. 70,000,000 /-
- 8) ENGINEER'S ESTIMATE Rs. 69,251,677/-
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 180 days
- 10) TENDER OPENED ON (DATE & TIME) 30th January 2012, 12:00 hours
- 11) NUMBER OF TENDER DOCUMENTS SOLD 18 Nos.(In BER Reports attached)
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 11 Nos.
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 11 Nos.
- 14) BID EVALUATION REPORT Enclosed
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER 05 Nos. (In BER Reports attached)
- 16) CONTRACT AWARD PRICE 81,469,719/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID).
1st : 81,469,719/-
2nd : 81,602,918/-
3rd : 84,592,366/-
- 18) METHOD OF PROCUREMENT USED : - (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____ Domestic/Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE _____
- c) TWO STAGE BIDDING PROCEDURE _____
- d) 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: No

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT: **Procurement Committee**

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

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

i) SPPRA Website
(If yes, give date and SPPRA Identification No.)

Yes	<input checked="" type="checkbox"/>	INF/KRY-No: 34/2012	<input type="checkbox"/>
No	<input type="checkbox"/>		<input type="checkbox"/>

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

Yes	<input checked="" type="checkbox"/>	"Daily Kawish" Hyd 05-01-2012	<input type="checkbox"/>
No	<input type="checkbox"/>		<input type="checkbox"/>

22) NATURE OF CONTRACT

Domestic/Local	<input checked="" type="checkbox"/>	No	<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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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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	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?
(Attach copy of the bid evaluation report)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	√

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

Yes	
No	√

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

Yes	√ Due to variation in site of work
No	√

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give detailed reasons.)

Yes	
No	√

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) 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	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	√

39) Date of Award of Contract: 29th February 2012

Signature & Official Stamp of
Authorized Officer


DEPUTY DIRECTOR
Contract Project Management Unit (PMU)
Post Emergency Reconstruction Project

FOR OFFICE USE ONLY

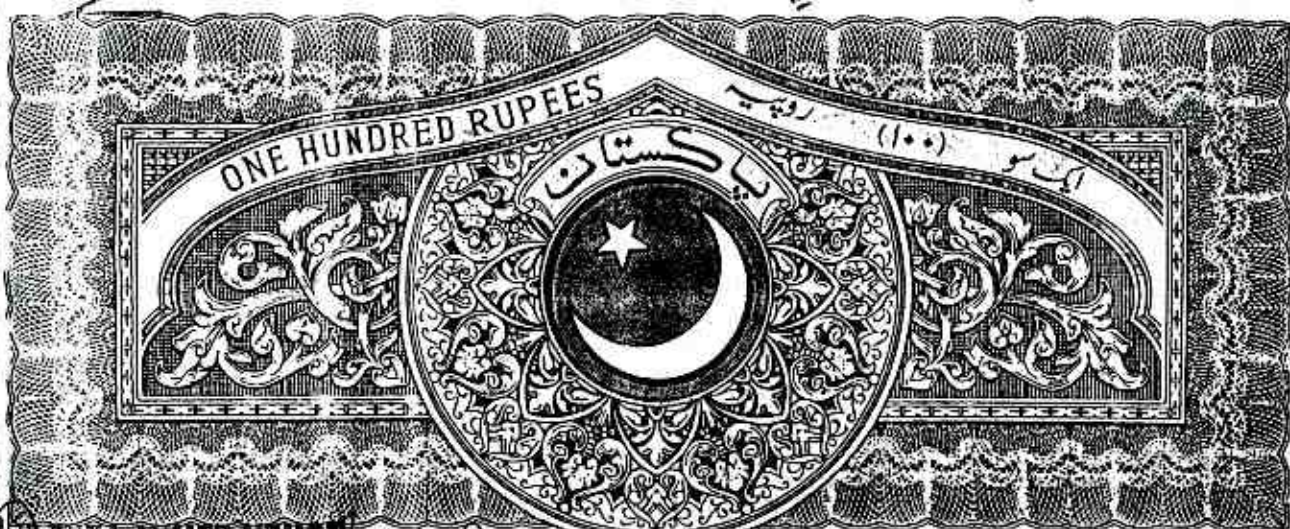
SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi

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

PAKISTAN

244,400/-

100 RS.



Stamp Vendor Session
Near Treasury Office Hyd

Shams Builders and NKC Company (J.V.), 3329
21 FEB 2012 21-02-2012

CONTRACT AGREEMENT

THIS AGREEMENT made the 29 day of Feb 2012 between Sindh Irrigation Department (SID), through Executive Engineer Kalri Baghar Division, Thatta, Sindh (hereinafter "the Employer") of the one part, and Shams Builders & Developers, N.K.C (J.V) (hereinafter "the Contractor"), of the other part.

WHEREAS the Employer desires that the Works known as Package Nr. 7. Raising and Strengthening of Earli Work along Link Canal Bund from RD 56 to 64 and Stone Pitching from RD 70 to 80, should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

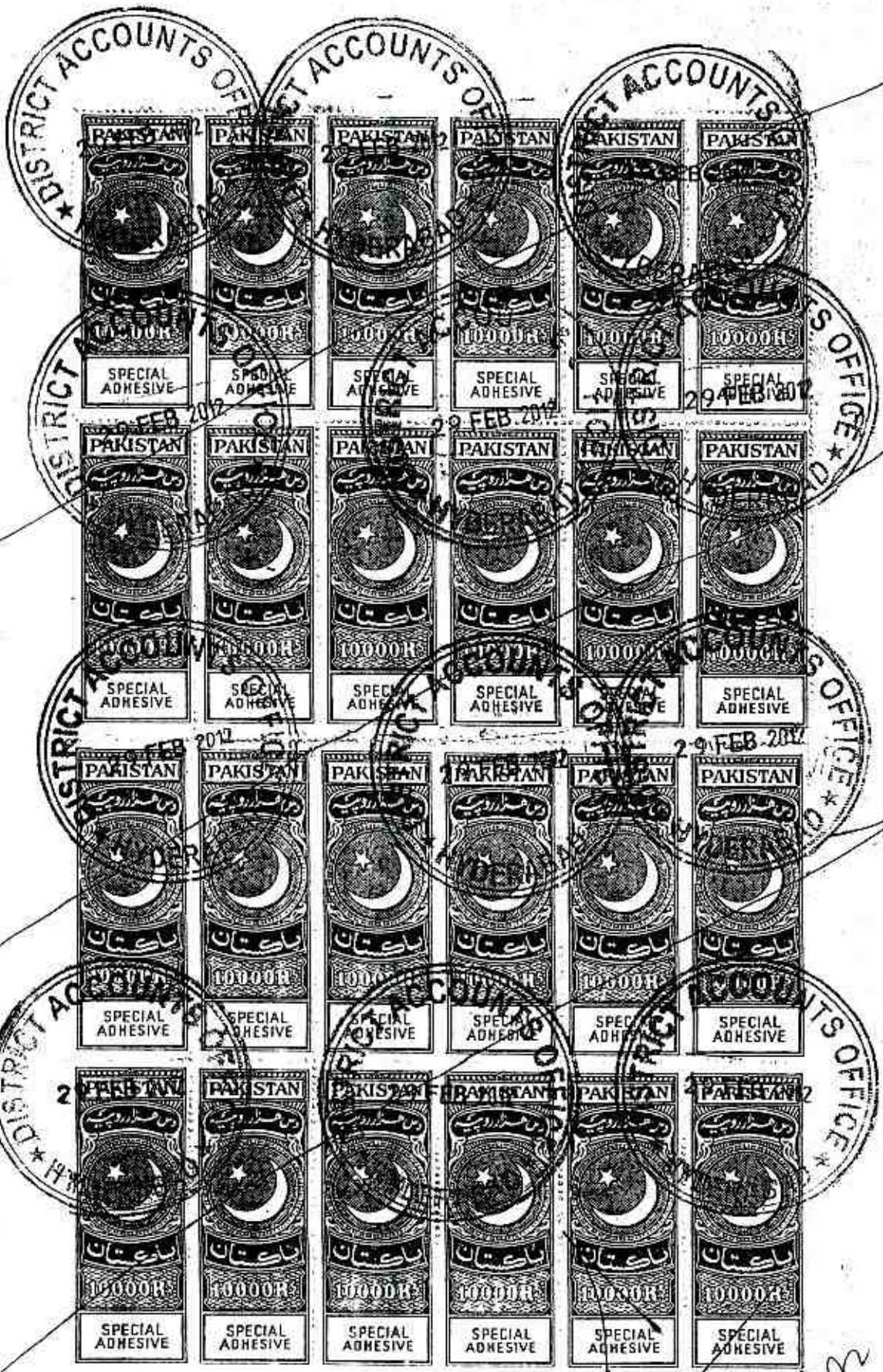
In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the Contract documents referred to.

2. 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 document.

- The Letter of Acceptance
- The Letters of Technical Bid and Price Bid
- The Addenda Nos
- The Particular Conditions
- The General Conditions
- The Specifications
- The Drawings
- The Completed schedules
- The cash flow projections; and
- The environment management plan (EMP)

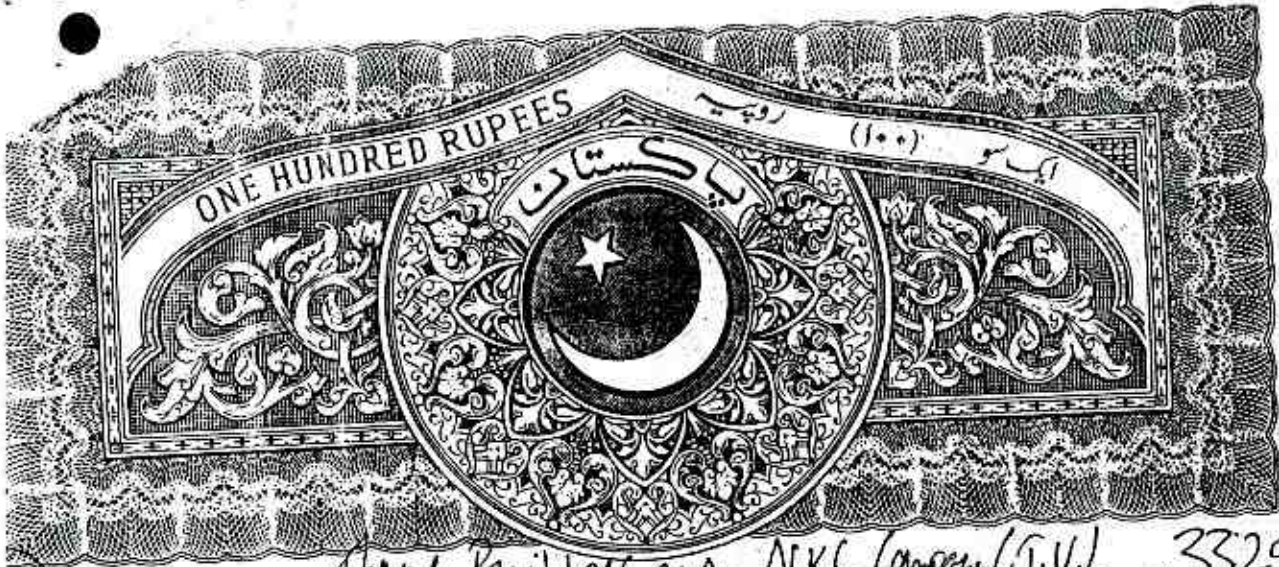


Special Acceptance
Accounts Office Hyd



Assistant Accountant
District Accounts Officer Hyderabad

Handwritten signature and initials.



ZAHED MEMON
Group Vendor Session
Near Treasury Office, Hyd

Shams Builders and NKL Company (P.V.), 3329
21-02-2012

21 FEB 2012

Page (2)

- 3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. 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 provisions of the Contract at the times and in the manner prescribed by the Contract.

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.

Signed by: Mr. Zahed Memon
for and behalf of the Employer
in the presence of

Witness.

Name: Dev. Parkash s/o. Motiram

44303-0212098-5

Signature.

Address.

H# A-1 Gulshan-e-Mushy
Bhitai Town Aurimabad
Hyderabad

Date

29-02-2012

Signed by: Mr. Zahed Memon
for and behalf of the Contractor
in the presence of

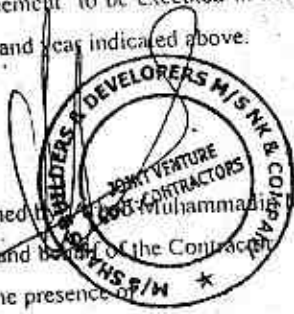
Witness.

Name: Abdul Wakeed Khan
41303-7324626-9

Signature.

Address: H# 541, Kali Mosi Muslim
Colony Hyderabad

Date 29-02-2012



**OFFICE OF THE EXECUTIVE ENGINEER
Kalri Baghar Division, Thatta**

Reference No: TC 174
Date: 20-02-2012

To:

M/S Shams Builders & Developers NKC (JV).

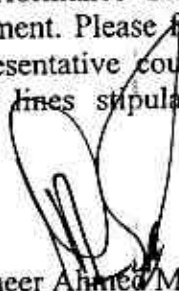
PackageNo: 07. Raising and strengthening of earth work along Link Canal Bund from RD 56 to 64 and Stone pitching from RD 70 to 80.

Subject: Notification of Award

(Bid Number: NCB-07-FERP/Irrigation-Sindh)

This is to notify you that your Bid dated 24 January 2012 consisting of the Technical and Price Bids for execution of the **Raising and strengthening of earth work along Link Canal Bund from RD 56 to 64 and Stone pitching from RD 70 to 80. NCB-07-ADB/IRR/Sindh/FERP**, for the Accepted Contract Amount of the equivalent of PRs **81,469,719 (Eighty One Million, Four Hundred Sixty Nine Thousand Seven Hundred Nineteen Pakistan Rupees only)** as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by the Procurement Committee.

You are requested to furnish the Performance Security in accordance with the Conditions of Contract, using for that purpose the Performance Security Form 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).


Zaheer Ahmed Memon.
Executive Engineer
Kalri Baghar Division Thatta


Cc: Chief Engineer, Kotri Barrage Region
Hyderabad
PD PMU, FERP Hyderabad
Project Manager, PMC, Hyderabad
Procurement Specialist, ADB (051-260 0366)



4. CONCLUSIONS AND RECOMMENDATIONS

On the basis of the systematic evaluation of bids as presented in this report, it was concluded that five (5) out of the eleven submitted bids were considered Responsive (Appendix 9).

Of the eleven bids received, six bids were considered Unqualified. Five bidders at serial number 3,5,6,8 & 10 are considered as Substantially Responsive and Qualified for opening their price proposals. Price proposals of the rest (serial number 1,2,4,7,9 & 11) may be returned unopened.



Signed
(Zaheer Ahmad Memon)
Executive Engineer
Kalri Baghar Division

Member / Secretary




Signed
(Jamal Mangan)
DD-PMU-FERP

Member



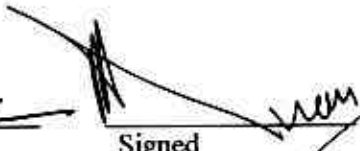
Signed
(Abdur Rahman Nizamani)
S.E Kalri Baghar Circle

Member



Signed
(Iftakhar-ul-Hassan)
Divisional Account Officer

Member



Signed
(Ahmad Junaid Memon)
P.D-PMU-FERP

Member





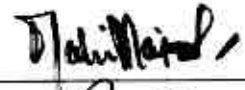


Signed
(M. Mijhal Abbasi)
C.E Kotri Barrage
Region Left Bank

Chairman



Executive Engineer
Kalri Baghar Division,
THATTA.

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

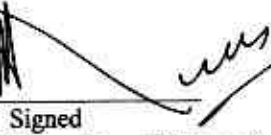
Name of the Bidder	Bid Price in Words	Discount Offered	Final Bid Price	Signature
M/S Hafiz Rab Nawaz & Co	Eighty four million, five hundred and ninety two thousand, three hundred and sixty six Pak Rupees.	Nil	84,592,366/-	
M/S Abdul Hakeem Chachar	Eight five million, seven hundred and twelve thousand, four hundred and seventy five Pak Rupees & Fifty Paia	Nil	85,712,475.50/-	
M/S Sher Mohammad Mugari	Eight six million, two hundred and ninety thousand, fourteen Pak Rupees & Fifty Paia	Nil	86,290,014.50/-	
M/S Main Abdul Jabbar & Co	Eighty one million, six hundred and two thousand, nine hundred and eighteen Pak Rupees.	Nil	81,602,918/-	
M/S Shams Builders & Developers & NKC (JV)	Eight one million, four hundred and sixty nine thousand, seven hundred and nineteen Pak Rupees	Nil	81,469,719/-	



Signed
(Zaheer Ahmad Memon)
Executive Engineer
Kalri Baghar Division,
Member Secretary



Signed
(Abdul Rahman Nizamani)
S.E Kalri Baghar Circle
Member



Signed
(Ahmed Junaid Memon)
P.D-PMU-FERP
Member



Signed
(M. Mithal Abbasi)
C.E Kotri Barrage Regim,
Hyderabad.
Chairman



Signed
(Jamal Mangan)
DD-PMU-FERP
Member



Signed
(Inakar-ul-Hassan)
Divisional Acct: Officer
Member

COMPARATIVE STATEMENT - BID PRICE

S. No	Items	Engineer Estimate Final Amount	Bidder Name											
			M/S Hafiz Rab Nawaz & Co		M/S Abdal Hakem Chachar		M/S Sher Mohammad Mugarl		M/S Main Abdul Jabbar & Co		M/S Shams Builders & Developers & NKC (JV)			
			Corrected Bid Price PRs	% Difference	Corrected Bid Price PRs	% Difference	Corrected Bid Price PRs	% Difference	Corrected Bid Price PRs	% Difference	Corrected Bid Price PRs	% Difference		
1	Jungle clearance and removing with in 100ft C light	137,093.00	6,800,000	4714.23%	6,160,000	4393.30%	6,600,000	4714.25%	2,508,000	1729.42%	1,760,000	1183.80%		
2	Ploughing and Leveling Barrow Pit Area	57,103.20	168,000	194.20%	96,000	68.12%	120,000	110.15%	24,000	-57.97%	34,000	-57.97%		
3	Barrow pit Excavation: undressed lead up to 100 ft ordinary or hard soil	5,188,873.09	13,382,429	157.91%	14,869,365	186.56%	15,365,011	196.11%	15,860,656	205.67%	29,738,730	473.13%		
4	Laying earth in 6" layers leveling, dressing and Watering for compaction etc complete	852,559.82	13,630,251	1498.74%	12,391,138	1353.40%	14,869,365	1644.08%	14,869,365	1644.08%	4,946,455	481.30%		
5	Earthwork compaction by sheep foot roller and power roller with optimum moisture content 90% AASHTO density	5,182,593.76	13,134,606	153.44%	9,912,910	91.27%	14,869,365	186.91%	14,869,365	186.91%	4,946,455	481.30%		
6	Carriage of material of 100 cft/Stone of all material like stone, spawl, coal, lime, surkhu etc by trucks average 3 Mile	29,579,741.79	12,638,960	-57.27%	14,869,365	-49.73%	13,878,074	-53.08%	11,895,492	-59.79%	11,895,492	-49.73%		
7	Earth work excavation undressed lead up to a single throw or Kass phawra or above (b) in ordinary soil	252,375.75	4,930,000	1861.36%	4,050,000	1504.75%	4,500,000	1683.06%	6,750,000	2574.58%	6,750,000	434.92%		
8	Formation, dressing and preparing Sub-grade (b) On slope	676,894.19	2,643,220	290.34%	2,348,640	246.97%	1,781,480	160.23%	1,174,330	33.60%	968,814	43.13%		
9	Stone filling dry band packed as filling behind retaining wall or in pitching and aprons Including Supply from Source to site of Work	17,211,145.50	8,100,000	-52.94%	9,900,000	-42.48%	6,750,000	-60.78%	6,750,000	-60.78%	13,500,000	-21.56%		
10	Stone pitching its sub-base with hammer dressed stone on surface laid in courses its carriage of material within 3 chain. Including Supply from Source to site of Work	9,613,296.48	8,845,900	-7.98%	10,615,080	10.42%	7,076,720	-26.39%	7,076,720	-26.39%	8,845,900	-7.98%		
11	Environment Management Plan	500,000	500,000	0.00%	500,000	0.00%	500,000	0.00%	500,000	0.00%	500,000	0.00%		
		69,251,677	84,897,366	22.15%	85,712,498	23.77%	86,290,015	24.00%	81,602,918	17.84%	81,469,719	17.64%		

Conclusion: M/S Shams Builders & Developers & NKC (JV) has offered lowest evaluated rate i.e. 17.64% 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: 07-ADB/IRR/Sindh/FERP(NCB) Dated: 19-12-2011
Contract Value: PRs. 39,948,630/-
Contract Title: Package No. 07: Raising & Strengthening of Earth work along Link Canal Bund from RD-56 to RD-64 & providing stone pitching from RD 70 to RD 80.


M/S Shams Builders & Developers & NKC (J.V) 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 Shams Builders & Developers & NKC (J.V) 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 Shams Builders & Developers & NKC (J.V) 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 Shams Builders & Developers & NKC (J.V) 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 regard, **M/S Shams Builders & Developers & NKC (J.V) Government Contractor** agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given **M/S Shams Builders & Developers & NKC (J.V) 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.


Deputy Director (Procurement)
Flood Emergency Reconstruction Project,
Hyderabad

M/S Shams Builders & Developers & NKC (J.V)
Government Contractor





Asian Development Bank

Pakistan Resident Mission

14 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

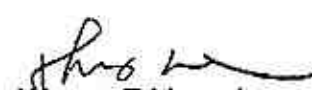
Dear Mr. Memon,

1. 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 14/5 to 18/1+150 and Mile 18/3+30 to 22/0.	M/s MAJ & ICC (J.V)	PRs. 197,699,169
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

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

Yours sincerely,


Werner E. Liepach
Country Director

CC Secretary Irrigation Department, Government of Sindh


RMF/mt

Level 8, North Wing, Serena Office Complex
Khayaban-e-Suhrawardy G-5, Islamabad
GPO Box 1863, Islamabad, Pakistan

Tel +(92-51) 260.0351 - 69 / 208.7300
Fax+(92-51) 260.0366

adbprm@adb.org
www.adb.org