

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. 763/2012**
3. Tender Description/Name of work/item: : **Package No. 18: Earthwork strengthening of S.M Bund from Mile 60/0 to 80/0 & providing stone pitching from Mile 61/0 to 62/4, mile 74/4 to 78/5.**
4. Method of Procurement: **Single Stage: Two Envelope Bidding Procedure**
National Competitive Bidding (NCB)
5. Tender Published: **Daily "Ibrat" Hyderabad on 25th February 2012**
Print & Electronic Media (SPPRA ID No. & News papers names with dates)
6. Total Bid documents Sold: **10 Number bid document sold**
7. Total Bids Received: **08 Bids received**
8. Technical Bid Opening date:(if applicable) **12th March 2012** *(Provide details in separate form) (copies attached)*
9. No. of Bid technically qualified (if applicable): **07 Bid Technically Qualified**
10. Bid(s) Rejected: **01 (Bid Rejected)**
11. Financial Bid Opening date: **14th March 2012 at 15:00 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 Haji Mukhumdin Solangi	270,789,250	5 th Lowest	21.17 % above	5 th Lowest Evaluated Responsive Bidder	Disqualified on the basis of ITB Clause 39.1
2.	Haji Saeed Muhammad & Sons	263,681,297	6 th Lowest	21.80% above	6 th Lowest Evaluated Responsive Bidder	Disqualified on the basis of ITB Clause 39.1
3.	M/S Thadani Enterprises	267,493,528	3 rd Lowest	19.70% above	3 rd Lowest Evaluated Responsive Bidder	Disqualified on the basis of ITB Clause 39.1
4.	M/S RSL-CGC (JV)	265,776,539	2 nd Lowest	18.93% above	2 nd Lowest Evaluated Responsive Bidder	Disqualified on the basis of ITB Clause 39.1
5.	M/S Sher Muhammad Mugheri & Co	264,465,636	1 st Lowest	18.35 % above	1 st Lowest Evaluated Responsive Bidder	Pass (ADB approval attached)
6.	M/S Mumtaz & Company.	269,309,990	4 th Lowest	20.51% above	4 th Lowest Evaluated Responsive Bidder	Disqualified on the basis of ITB Clause 39.1
7.	M/S Hafiz Rabnawaz & Co.	286,546,783	7 th Lowest	28.23% above	7 th Lowest Evaluated Responsive Bidder	Disqualified on the basis of ITB Clause 39.1


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 230871
PEC-5A

CATEGORY C-A

PAKISTAN ENGINEERING COUNCIL

Licence No. Category C-A Validity 31st December, 2012.

LICENCE OF PAKISTANI CONSTRUCTOR/CONTRACTOR
(Under the by-laws of Pakistan Engineering Council 1987)

This licence is issued to **SHER MUHAMMAD MUGHERI & CO** (Licensee)

with its registered office at **223 MEZZANINE FLOOR LANE-7 NISHAT / COMMERCIAL PHASE-6 DHA KARACHI**

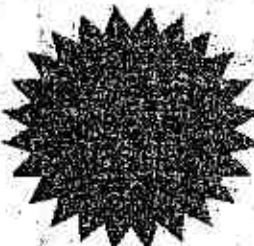
has/have been issued under Construction and Operation of Engineering Works Bye-Laws 1987, until the validity date of construction of engineering works, the construction/capital cost of which does not exceed Rs. **NO LIMIT** million provided the licensee fulfils all

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

Field of Specialization: **CE01, 09, 10 (THREE ONLY)XXXXXXXXXXXXXXXXXXXX**

(Specialization Code Nos. for detail see overleaf)

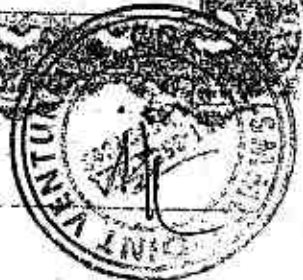
Date of Issue **15/03/2012**



[Signature]
Registrar
Pakistan Engineering Council,
@ Islamabad.

- 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.

Executive Engineer
Lower Division
Sujawal



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 No. 18: -ADB/IRR/SINDH/FERP
- 5) BRIEF DESCRIPTION OF Earthwork strengthening of S.M Bund from Mile 60/0 to 80/0 and providing stone pitching from Mile 61/0 to 62/4, mile 74/4 to 78/5.
- 6) FORUM THAT APPROVED THE SCHEME Asian Development Bank
- 7) TENDER ESTIMATED VALUE Rs. 223,000,000 /-
- 8) ENGINEER'S ESTIMATE (For civil works only) Rs. 223,469,801/-
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 270 days
- 10) TENDER OPENED ON (DATE & TIME) 12th March 2012,
- 11) NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers) 10 Nos.(In BER Reports attached)
- 12) NUMBER OF BIDS RECEIVED 08 Nos.
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 07 Nos.
- 14) BID EVALUATION REPORT (Enclose a copy) Enclosed
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER 07 Nos. (In BER Reports attached)
- 16) CONTRACT AWARD PRICE 264,465,636/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATION BID).
1st : 264,465,636/-
2nd : 265,779,539/-
3rd : 267,493,528/-
- 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
1/3

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: 763/2012
No	<input type="checkbox"/>	

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

Yes	<input checked="" type="checkbox"/>	Daily "Ibrat" Hyd Dated 25-03-2012
No	<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	
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: 21-03-2012

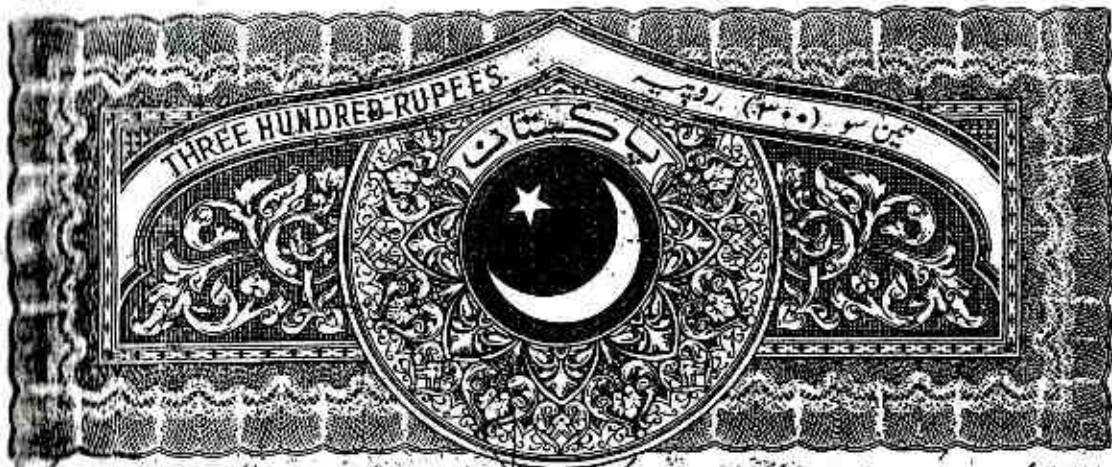
Signature & Official Stamp of
Authorized Officer



FOR OFFICE USE ONLY

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

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



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 شہزادہ معینی امین کو
 19/03/12

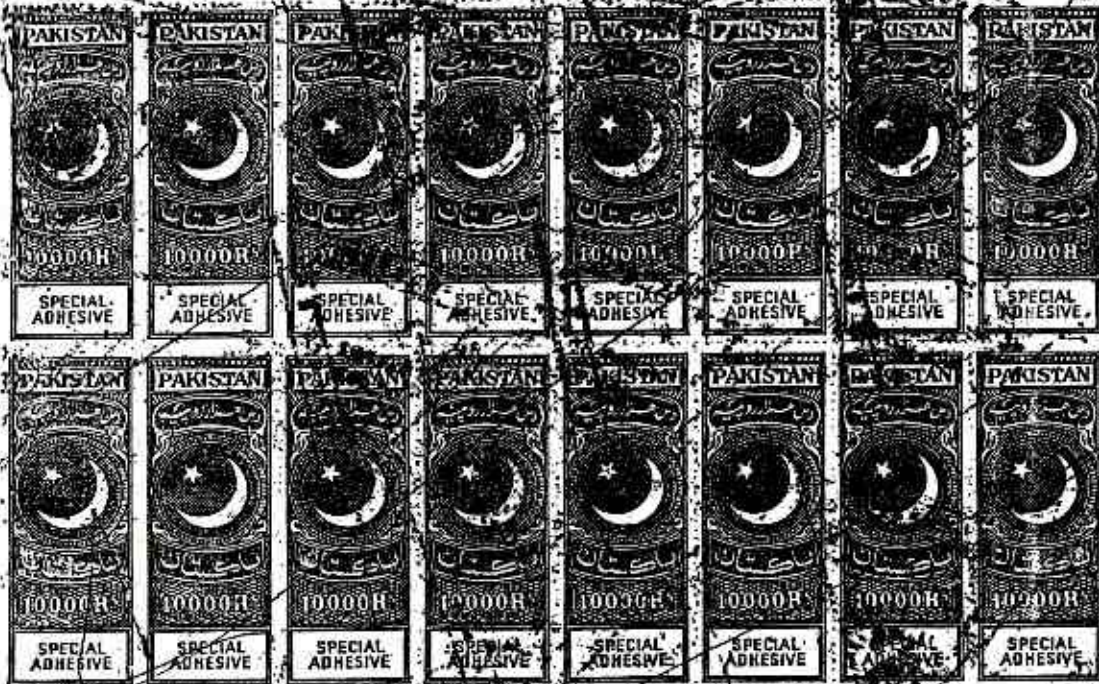
Contract Agreement

THIS AGREEMENT made the day of between Sindh Irrigation Department (SID), through Executive Engineer Rohri Division Moro, Hyderabad Sindh (hereinafter "the Employer"), of the one-part and M/S Sher Muhammad Mugheri & Co... (hereinafter "the Contractor"), of the other part:

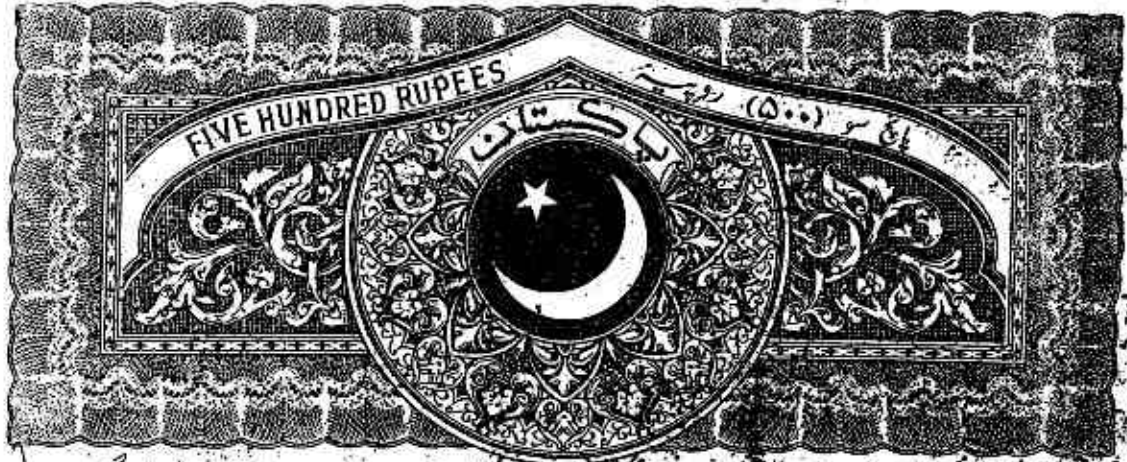
WHEREAS the Employer desires that the Works known as Package No.18, Earth Work Strengthening of S:M Bund from Mile 60/0 to 80/0 & Providing Stone Pitching from Mile: 61/0 to 62/4, Mile 64/0 to 65/0 and Mile 74/4 to 78/5 should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and remedying of any defects therein.

The Employer and the Contractor agree as follows:

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



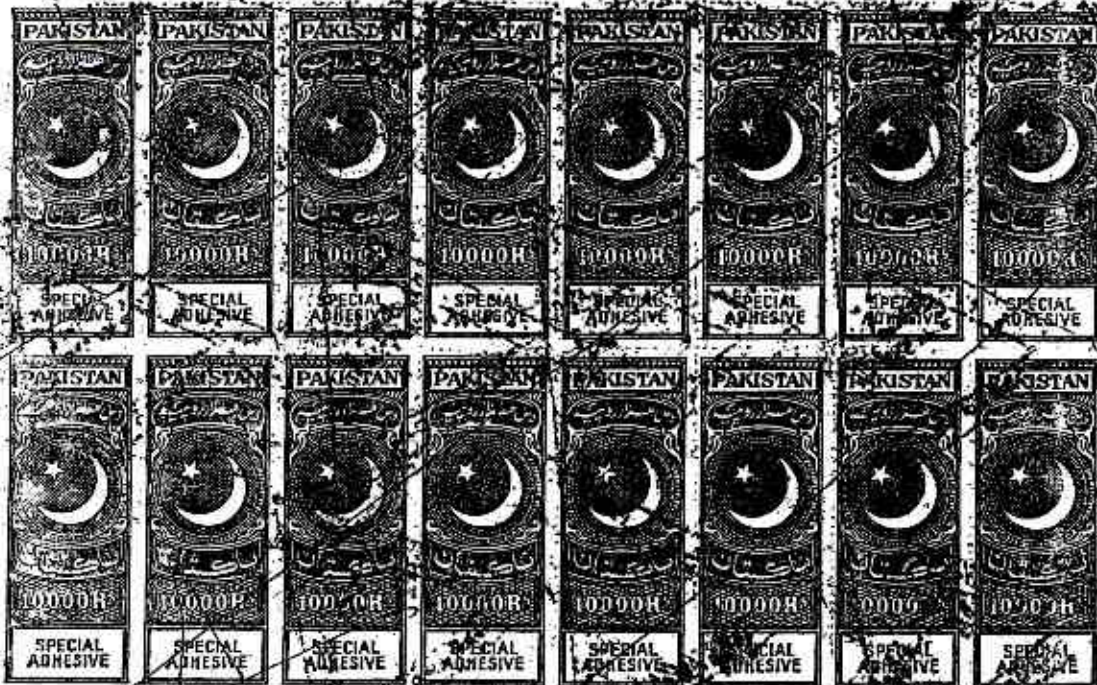
Printed and Published by the Government of Sindh, Hyderabad



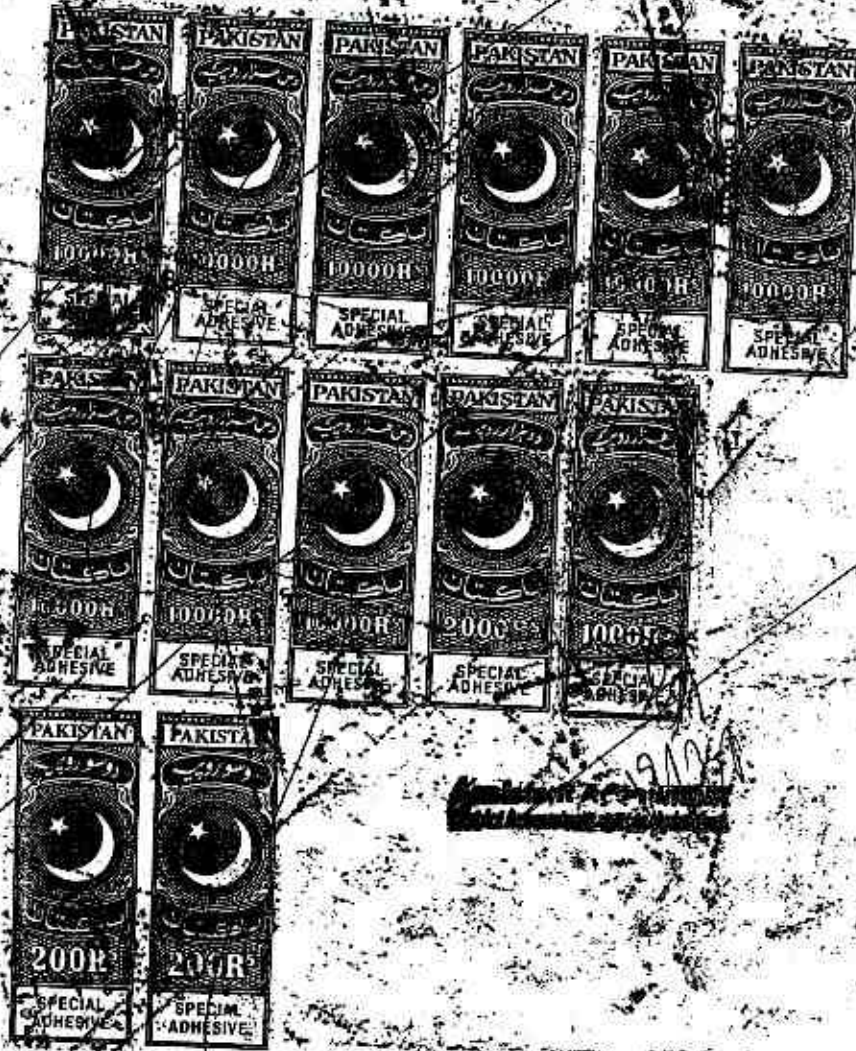
Handwritten signature and date:
 19/03/12

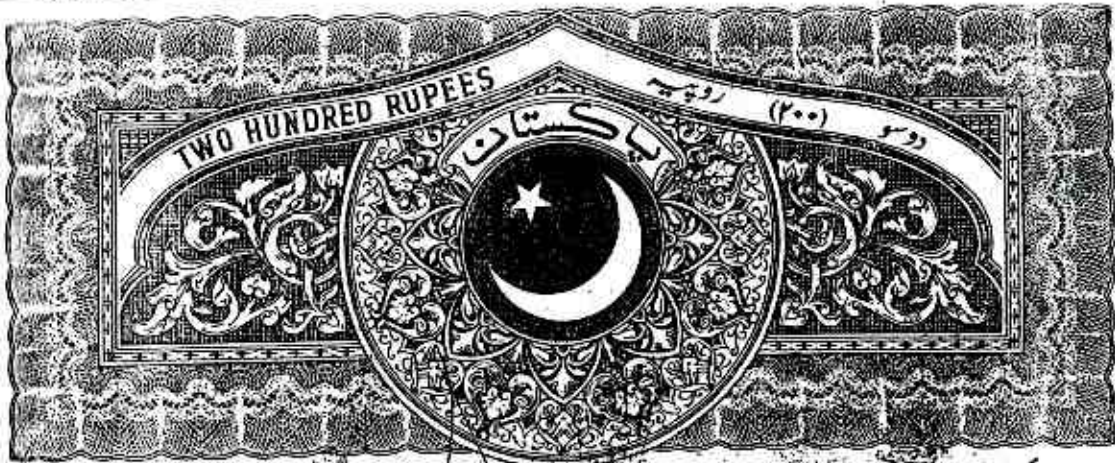
2. The following documents shall be deemed to form and be read and construed as part of this agreement. This agreement shall prevail over all other Contract documents.

- the letter of Acceptance
- the Letter of Technical Bid and Price Bid
- the Addenda Nos. insert addenda numbers if any
- the Particular Conditions
- the General Conditions;
- the Specification
- the Drawings;
- the completed Schedules
- the cash flow projections; and
- the environment management plan (EMP)



Handwritten text:
 Assistant Accountant
 District Accounts Officer Hyderabad





Kut

6874
19/03/12

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 where of 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 *Ghulam Hussain Ujan*
Executive Engineer

for and on behalf of the Employer
in the presence of
Witness, Name, Signature, Address, Date

Signed By *Contractor*

for and on behalf of the Contractor
in the presence of
Witness, Name, Signature, Address, Date

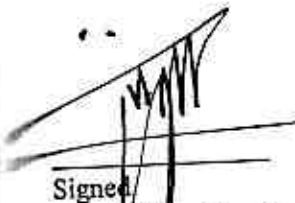


Assistant Accountant

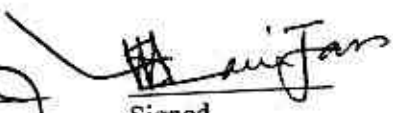
4. CONCLUSIONS AND RECOM MENDATIONS


On the basis of the systematic evaluation of bids as presented in this report, it was concluded that seven (07) out of the eight (08) submitted bids were considered as Substantially Responsive (**Appendix 9**).

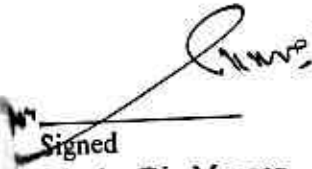
Of the eight (08) bids received, one (01) bids (Bidder No.7) was considered Substantially Non-Responsive. Seven (07) bidders at serial number 1, 2, 3, 4, 5, 6, 8 are considered as Substantially Responsive and are proposed for opening their Price Proposals by the Procurement Committee. Price proposals of Bidder No. 7 may be returned unopened.

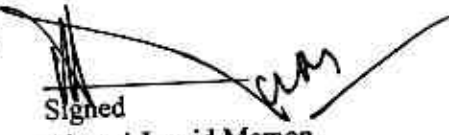

Signed
Agha Aijaz Ahmed
Khan
Chief Engineer Sukker
Barrage Left Bank,
Sukkur
Chairman


Signed
Abdul Aziz Junejo
S.E, R.C.C
Member


Signed
Ghulam Hussain
Ujjan
Executive Engineer
Rohri Division, Moro
Member/Secretary


Signed
Abdul Rasheed Channa
Divisional Account Officer
Member


Signed
Jamal-u-Din Mangan
DD-PMU-FERP
Member


Signed
Ahmed Junaid Memon
PD-PMU-FERP
Member



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

Sl. #	Name of the Bidder	Bid Price as Opened in words	Discount Offered	Final Bid Price (after discount if any)	Signature
1	M/S Haji Mukhamdin Solangi	Two Hundred & Seventy million, seven hundred and eighty nine thousand, two hundred & Fifty Rupees	—	PRs 270,789,250	
2	M/S Haji Saeed Muhammad & Sons	Two hundred & sixty three million six hundred & eighty one thousand two hundred and ninety six rupees and fifty six paise.	1-1.	PRs 263,681,296.56	
3	M/S Thadani Enterprise	Two Hundred & Sixty seven Million Four Hundred & Ninety three thousand Five Hundred and twenty eight Rupees. Twenty Paise	Nil	PRs 267,493,528.20	
4	M/S RSL-CGC (J.V)	Two Hundred & sixty five million seven hundred & twenty six thousand, five hundred and thirty nine Rupees	Nil	PRs 265,776,539	N-P.
5	M/S Sher Muhammad Mugheri	Two hundred & sixty four million four hundred & sixty five thousand, six hundred & thirty six Rupees	Nil	PRs 264,465,636	
6	M/S Mumtaz & Company	Two Hundred and sixty nine million, three hundred and nine thousand, nine hundred and ninety Rupees	Nil	PRs 269,309,990	
7	M/S Hafiz Rabnawaz & Co.	Two Hundred and eighty six million, five hundred & forty six thousand, seven hundred & eighty three	Nil	PRs 286,546,783	

Signed
Agha Aijaz Ahmed Khan

Chief Engineer Sukker
Barrage Left Bank, Sukkur
Chairman

Signed
Jamal-u-Din Mangan
DD-PMU-FERP
Member

Signed
Abdul Aziz Junejo

S.E, R.C.C
Member

Signed
Ahmed Junaid Memon
PD-PMU-FERP
Member

Signed
Ghulam Hussain
Ujjan
Executive Engineer
Rohri Division, Moro
Member/Secretary

Signed
Abdul Rasheed Channa
Divisional Account Officer

Member

S.No	Items	Final Amount	M/S Engg. Maheshwari Soling		M/S Engg. Maheshwari Soling		M/S Theobald Enterprises		M/S RSL-CCG (JV)		M/S Sher Muhammad Mughri		M/S Mustafa A. Company		M/S. Madh. Subramanian & Co.	
			% Difference	% Difference	% Difference	% Difference	% Difference	% Difference	% Difference	% Difference	% Difference	% Difference	% Difference	% Difference	% Difference	% Difference
1	Length Clearance and retaining within 1000 (1) light	88,191.18	3200.32%	-1.98%	150.17%	3200.32%	150.17%	150.17%	150.17%	150.17%	150.17%	150.17%	150.17%	150.17%	150.17%	150.17%
2	Propping 3 lines	68,504.15	-0.05%	-0.75%	-2.20%	1367.00%	-2.20%	-2.20%	-2.20%	-2.20%	-2.20%	-2.20%	-2.20%	-2.20%	-2.20%	-2.20%
3	Barrow Pit Excavation unshaded lead up to 1000 in ordinary soil	9,071,830.29	532.82%	569.89%	626.69%	134.17%	626.69%	134.17%	626.69%	134.17%	626.69%	134.17%	626.69%	134.17%	626.69%	134.17%
4	Carriage of 100 CUB/ton of all material like stone aggregate, gravel, sand, lime, earth, etc. B.O. flat spanning points and crossing bridge girders pipe sheet. Each 6x5 bare cut or 1000 Nos. Blocks 10"x5"x3" or 1000 Nos. tiles 12"x6"x2" or 150 CH of number or 100 mounds of fuel wood by truck or any other means owned by the contractor including supply of earth from source to site of work.	45,330,198.97	32.83%	-12.43%	216.29%	-26.29%	-26.29%	-26.29%	-26.29%	-26.29%	-26.29%	-26.29%	-26.29%	-26.29%	-26.29%	-26.29%
5	Earth work compaction (Sub, ordinary and hard soil) (b) Laying Earth to 6" layers leveling, draining and watering for compaction etc complete.	1,067,713.81	698.30%	77.84%	70.64%	698.30%	77.84%	70.64%	698.30%	77.84%	70.64%	698.30%	77.84%	70.64%	698.30%	77.84%
6	Earth work compaction by sleep for roller and power flatter within optimum moisture content the 90% modified AASHTO density.	11,597,072.23	28.03%	-4.49%	-50.75%	97.01%	-50.75%	97.01%	-50.75%	97.01%	-50.75%	97.01%	-50.75%	97.01%	-50.75%	97.01%
7	Earth work excavation in Irigattin Channel drains etc. dressed to designed section grades and profile. excavated materials disposed off and dressed within 50 ft. level of ordinary soil.	307,944.13	161.37%	19.73%	203.14%	403.93%	203.14%	403.93%	203.14%	403.93%	203.14%	403.93%	203.14%	403.93%	203.14%	403.93%
8	Stone filling dry bed packed as filling behind the retaining walls or in pitching and apron including supply of stone from source to site of work.	10,506,319.29	-31.36%	10.26%	-4.33%	19.33%	-4.33%	19.33%	-4.33%	19.33%	-4.33%	19.33%	-4.33%	19.33%	-4.33%	19.33%
9	Formation, dressing and preparing sub-grade on slope.	2,038,399.76	0.32%	15.41%	3.63%	55.44%	3.63%	55.44%	3.63%	55.44%	3.63%	55.44%	3.63%	55.44%	3.63%	55.44%
10	Stone pitching of sub-base with hammer dressed stone on surface laid in courses. 10 supply of materials from source to site of work.	170,649,567.41	-2.82%	19.99%	-1.76%	7.98%	-1.76%	7.98%	-1.76%	7.98%	-1.76%	7.98%	-1.76%	7.98%	-1.76%	7.98%
C	Contingencies	3,800,000.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
D	Environment Management Plan	500,000.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
		22,165,800	21.17%	21.80%	19.70%	18.97%	19.70%	18.97%	19.70%	18.97%	19.70%	18.97%	19.70%	18.97%	19.70%	18.97%

Conclusion: M/S Sher Muhammad Mughri has offered lowest evaluated rate i.e. 18.35% 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:18-ADB/IRR/Sindh/ERP(NCB) Dated: 16-03-2012
Contract Value: PRs. 264,465,635/-
Contract Title: Package No. 18: Earthwork strengthening of S.M Bund from Mile 60/0 to 80/0 & providing stone pitching from Mile 61/0 to 62/4, mile 74/4 to 78/5.


M/S Sher Mohammad Mugheri & Co 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 Sher Mohammad Mugheri & Co 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 Sher Mohammad Mugheri & Co 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 Sher Mohammad Mugheri & Co 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/ Sher Mohammad Mugheri & Co 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 Sher Mohammad Mugheri & Co 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

DEPUTY DIRECTOR

Procurement Project Management Unit (PMU)
Flood Emergency Reconstruction Project


M/S Sher Mohammad Mugheri & Co
Government Contractor
Mugheri & CO.



Asian Development Bank

Pakistan Resident Mission

16 March 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 17, 18, 19 & 20

Dear Mr. Memon,

1. ADB approves EA's recommendation to award the contracts to the following lowest evaluated responsive bidders as recommended in the Bid Evaluation Reports (BERs) submitted through your letter dated 15 March 2012.

S.No	Package No	Bidder Name	Contract Price
1	Package No. 17: Providing stone pitching along F.P Bund RD-220 to RD-346	M/s IT-TH (J.V)	PRs. 563,426,952
2	Package No 18: Earthwork strengthening of S.M Bund from Mile 60/0 to 80/0 and providing stone pitching from Mile 61/0 to 62/4, mile 64/0 to 65/0 and mile 74/4 to 78/6	M/s Sher Muhammad Mugheri	PRs. 264,465,635
3	Package No 19: Earthwork strengthening of S.M Bund from Mile 0/0 to 0/5, 2/4 to 3/2, 8/0 to 12/0, Bakhri Loop Bund from Mile 1/0 to 2/0, S.M Bund from Mile 16/0 to 18/1, Moria Loop Bund from Mile 0/0 to 1/0, Pipri Loop Bund from Mile 1/0 to 3/5, Bugho Dero Loop Bund from Mile 0/0 to 1/0 and S.M Bund from Mile 29/0 to 54/6 & 57/1 to 60/0 and providing stone pitching along S.M Bund from mile 0/5 to 2/4, 40/0 to 41/0, 54/0 to 54/6.	M/S Thadani Enterprises	PRs. 267,492,635.60
4	Package No 20: Raising & Strengthening of S.L Bund from Mile 5/2 To 9/0, 14/6 To 30/3, 37/0 To 40/5, Moria Loop Bund from Mile 0/0 To 1/2 and Providing Stone Pitching along S.L Bund from Mile 5/2 To 5/6, Nasrat Loop Bund Mile 4/0 to 4/6 & S.L Bund from Mile 37/0 To 40/5	M/S SKAFS International Pvt. Ltd	PRs. 414,321,716

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

Yours sincerely,


Werner E. Liepach
Country Director

CC Mr. Babar Effandi, Secretary Irrigation Department, Government of Sindh

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