



Project Management Office (PMO)
SINDH BARRAGES IMPROVEMENT PROJECT (SBIP)
IRRIGATION DEPARTMENT
www.sbig.org.pk

Head Office: Irrigation Colony, Adjacent City School (PAF Chapter),
Shaheed-e-Millat, Expressway, Baloch Colony, Karachi, Pakistan
Telephone (021)- 993 30185

PMO/SBIP/3623

Date: 19-08-2022

Letter of Acceptance

M/s. China Road & Bridge Corporation–
Hubei Shuizong Water Resources and Hydropower Construction Co. Ltd.
(CRBC-HBSZ) (J.V).
Address: House No. 02-Street 33, Sector F 8/1, Islamabad, Pakistan

This is to notify you that your Bid dated 07th June 2022 for execution of the **Restoration and Upgradation of Sukkur Barrage Contract: SBIP/S1** for the Accepted Contract Amount PKR 17,070,772,991/= (Pak Rupees Seventeen billion, seventy million, seven hundred seventy two thousand and nine hundred ninety one only), as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security and an Environmental and Social Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and the ES Performance Security Form, and (ii) the additional information on beneficial ownership in accordance with BDS ITB 47.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, Contract Forms, of the bidding document.


Project Director

Project Management Office (PMO)
Sindh Barrages Improvement Project (SBIP)

Attachment: Contract Agreement

Copy to:

1. Mr. John Prytherch, PIC - Mott MacDonald (by email)
2. Office Copy

Contract Agreement

THIS AGREEMENT made the ____day of _____ 2022, between **Project Management Office, Sindh Barrages Improvement Project, Irrigation Department, Government of Sindh** (hereinafter “the Employer”), of the one part, and **M/s. China Road & Bridge Corporation – Hubei Shuizong Water Resources and Hydropower Construction Co. Ltd. (CRBC-HBSZ) (J.V)** (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as **Restoration and Upgradation of Sukkur Barrage Contract: SBIP/S1** 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:

1. In this Agreement words and expressions shall have the same meanings 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 documents.
 - (a) the Letter of Acceptance;
 - (b) the Letter of Bid;
 - (c) the Addendum No. 1;
 - (d) the Minutes of the Pre-Bid Meeting;
 - (e) the Clarifications 1 to 36;
 - (f) the Minutes of the Technical Clarification Meeting;
 - (g) the Particular Conditions;
 - (h) the General Conditions;
 - (i) the Specification;
 - (j) the Drawings;
 - (k) the completed Schedules;
 - (l) the Site Data; and
 - (m) any other documents forming part of the contract, including, but not limited to:
 - i. the ES Management Strategies and Implementation Plans;
 - ii. Code of Conduct for Contractor’s Personnel (ES) and

iii. Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH)
Declaration

3. In consideration of the payments to be made by the Employer to the Contractor as specified 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.

5. The Base Date is 10th May 2022.

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 specified above.

Signed by _____ (for the Employer)

Signed by _____ (for the Contractor)

Beneficial Ownership Disclosure Form

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Bidder¹. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

RFB No.: *[insert number of RFB process]*

Request for Bid No.: **PK-AFOF-SBIP-185187-CW-RFB**

To: Project Director, PMO-SBIP,
Irrigation Department,
Government of Sindh

In response to your request in the Letter of Acceptance dated *[insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

| Identity of Beneficial Owner | Directly or indirectly holding 25% or more of the shares (Yes / No) | Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No) | Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No) |
|---|--|--|---|
| <i>[include full name (last, middle, first), nationality, country of residence]</i> | | | |

OR

(ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions:

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

OR

(iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]

Name of the Bidder: M/s. China Road & Bridge Corporation– Hubei Shuizong Water Resources and Hydropower Construction Co. Ltd. (CRBC-HBSZ) (J.V)

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **

Mr. Lyu Ming

Title of the person signing the Bid: General Manager, China Road & Bridge Corporation, Pakistan Office.

Signature of the person named above: [insert signature of person whose name and capacity are shown above]_____

Date signed [insert date of signing] day of [insert month], [insert year]_____

* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.