

ISLAMIC REPUBLIC OF PAKISTAN

**SINDH WATER SECTOR IMPROVEMENT PROJECT
PHASE - I**

**PROJECT DIRECTOR (WSIP)
SINDH IRRIGATION AND DRAINAGE AUTHORITY**

**REHABILITATION / IMPROVEMENT OF
KAMRAHU, NAOABAD, DODEWARI, LAIWARI,
MALOOK AND MUMTAZ MINORS
(NARA CANAL)**

**CONTRACT DOCUMENT
VOLUME-1**

CONTRACT NO.WSIP/B2/NC/22

JANUARY 2011

**PROJECT IMPLEMENTATION CONSULTANTS
Mott Macdonald UK in association with MM Pakistan (Pvt) Ltd.**



Agreement

This Agreement, made the 31 January 2011 [day] day of [month], [year] between Sindh Irrigation & Drainage Authority (SIDA), Left Bank Barrage Colony, Hyderabad 71000, Sindh, Pakistan (hereinafter called "the Employer") and M/s. Bhambhro Construction & Company, Village Muhammad Shaban Bhambhro, Deh Tooryoon, Taluka Salehpat, District Sukkur, (hereinafter called "the Contractor") of the other part.


Whereas the Employer is desirous that the Contractor execute Rehabilitation and Improvement of Kamrahu, Nacabad, Dodewari, Laiwari, Malook and Mumtaz Minors, Contract No. WSIP/B2/NC/22 (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

Now this Agreement witnesses as follows:

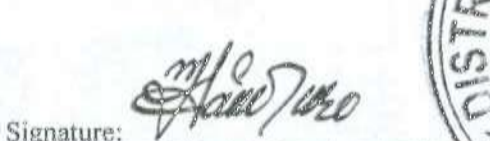
1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein 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 thereto have caused this Agreement to be executed the day and year first before written.

For and on behalf of
EMPLOYER


Signature: 
Ehsan Leghari
Managing Director
Sindh Irrigation & Drainage Authority
(SIDA)

For and on behalf of
CONTRACTOR

Signature: 
(NAME) Mushtaq Hussain
(Designation) CHIEF EXECUTIVE
M/s. Bhambhro Construction & Company

WITNESS OF CONTRACTOR

Signature: 
Imtiaz Ahmed Samoo
Procurement Specialist
Sindh Irrigation & Drainage Authority
(SIDA)

Signature: 
Name Yasir Mohammad Bhambhro
CNIC No. 45503-2498155-5



Assistant Accountant
Accounts Officer

Signature: [Signature]
Jairam Motawani
General Manager (Operation)
Sindh Irrigation & Drainage Authority
(SIDA)

Signature: [Signature]
Name: Deedar Ali Bhambro
CNIC No. 45503 - 8913852-9

Signature: [Signature]
Naeem Memon
General Manager (Finance)
Sindh Irrigation & Drainage Authority
(SIDA)

Date:

January 2011



Assistant Deputy
District Accounts Officer Hyderabad

Letter of Acceptance



SINDH IRRIGATION & DRAINAGE AUTHORITY

Left Bank Barrage Colony Hyderabad, Sindh



Phone: 022-9210275; Fax: 022-9210081; email: info@sindhira.org.pk; www.sindhira.org.pk

Ref: MD-SIDA/WSIP/B2/NC/22 **7229**

Date: 03 Jan 2011

M/s. Bhambhro construction
Village Mahawazad Station Bhambhro, Doh Turayoon
Taluka Salehpot, District Sukkur,
Sindh

SUBJECT: LETTER OF ACCEPTANCE - Contract No. WSIP/B2/NC/22

Dear Sir,


This is to notify you that your bid dated 21st November 2010 for execution of the Contract No. WSIP/B2/NC/22 for Rehabilitation and Improvement of Kamrahu Minor, Naoabad Minor, Dodewari Minor, Laiwari Minor, Malook Minor and Mumtaz Minor of Upper Nara Canal for the Contract Price of Pak Rupees: Rs. 56,775,100 (Rupees Fifty Six Million, Seven Hundred Seventy Five Thousand, Five Hundred only), as corrected and modified in accordance with the Instruction to Bidders, is hereby accepted.

Mr. Mumtaz Ali Munson is proposed as the adjudicator as was already mentioned in clause 26.1 of the Bidding Data of the Bid.

Within 21 days after receipt of the letter of acceptance you shall deliver to SIDA a Performance Security for the minimum amount equivalent to 10% of the Contract Price in the form of Unconditional Bank Guarantee and sign an agreement on the format provided in the Bidding Document.

You are also requested to submit the programme of work, immediately, for its approval before signing of the Contract.

Thanks & True Regards,


Muzammil Usman Leghari
Managing Director



CC: PC, PCMU, WSIP-I, Karachi.
TL, PMO/A, PCMU WSIP-I, Karachi.
→ TL, PIC WSIP-I, Hyderabad.




For M/s. Bhambhro
Construction & Company

Performance Bond

PAKISTAN

1000 RS.



PERFORMANCE GUARANTEE

To: Sindh Irrigation & Drainage Authority (SIDA), Left Bank Barrage Colony, Hyderabad 71000, Sindh, Pakistan	BANK GUARANTEE : GHVD/002/11 AMOUNT : 5,700,000/- ISSUE DATE : 11.01.2011 EXPIRY DATE : 10.01.2012 CLAIM LODGEMENT : 10.01.2012
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WHEREAS M/s. Bhambhro Construction & Company, Village Tarzha, P.O. Sakhat District Sukkur (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. WSIP/B2/NC/22 dated 29.10.2010 to execute Rehabilitation / Improvement of Kamrahu, Naoabad, Dodewari, Lariwari, Malook and Mumtaz Minors (NARA Canal) (hereinafter called "the Contract")

AND whereas it has been stipulated by you the said contract that the contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Contractor such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a limit of PKR 5,700,000/- (Pak Rupees Five Million Seven Hundred Thousand Only) such sum being payable in Pak. Rupees in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without delay or argument, any sum or sums within the limit of PKR 5,700,000/- (Pak Rupees Five Million Seven Hundred Thousand Only) or amount without your needing to prove or to show grounds or reasons for your demand for the sum specified herein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed thereunder or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of certificate of completion



For Summer Bank Limited
Authorized Signatory of Summer Bank Limited
Forwarded on behalf of
Summer Bank Limited
Sindh Branch - 80/1, Feroz Road, Hyderabad

M. Bhambhro

For M/s Bhambhro
Construction & Company

Contractor's Form of Bid

Date 29-11-2010

To: **Sindh Irrigation & Drainage Authority (SIDA),**

Address: **Left Bank Barrage Colony, Hyderabad 71000, Sindh, Pakistan**

We offer to execute the **Rehabilitation and Improvement of Kamrahu, Naoabad, Dodewari, Laiwari, Malook and Mumtaz Minors Contract No. WSIP/B2/NC/22**, in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of **Pak. Rupees 56,775,500 (Fifty Six Million, Seven Hundred Seventy Five Thousand and Five Hundred Only)**

The Contract shall be paid in Pakistani Rupees.

The advance payment required is: Pak. Rupees Five Million, Six Hundred Seventy Seven Thousand, Five Hundred and Fifty Only.

Amount	Currency
5,677,550	Pakistani Rupees

We accept the appointment of **Mumtaz Ali Memon** as the Adjudicator.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
NONE		

(if none, state "none")

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data.



Authorized Signature: _____

Name and Title of Signatory:

Mr. Mushafiq Hussain (Chief Executive)

Name of Bidder:

M/s. Bhambhro Construction & Company.

Address:

Village Muhammad Shaban Bhambhro, Deh Tooryoon, Taluka Salehpat, District Sukkur.




For M/s Bhambhro
Construction & Company