

ISLAMIC REPUBLIC OF PAKISTAN

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

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

**REHABILITATION / IMPROVEMENT OF
RD 203 L/S MINOR, RD 214 L/S MINOR AND
CHOONDKO MINOR (NARA CANAL)**

**CONTRACT DOCUMENT
VOLUME-1**

CONTRACT NO.WSIP/B2/NC/24

JANUARY 2011

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



Agreement

This Agreement, made the ³¹ day of ^{January} ²⁰¹¹ between Sindh Irrigation & Drainage Authority (SIDA), Left Bank Barrage Colony, Hyderabad 71000, Sindh, Pakistan (hereinafter called "the Employer") and M/s. Sher Muhammad Mugheri & Company, 22-C, Mezzanine Floor, Lane-7, Nishat Commercial Phase-VI, DHA, Karachi (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute **Rehabilitation and Improvement of RD 203 L/S Minor, RD 214 L/S Minor and Choondko Minor of Nara Canal, Contract No. WSIP/B2/NC/24** (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


For and on behalf of
CONTRACTOR


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


Signature: 
(NAME)
(Designation)
M/s. Sher Muhammad Mugheri & Co.


WITNESS OF CONTRACTOR

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

Signature: 
Name: Islan Ali
CNIC No. 45203-0823209-3

Signature: 
Jairam Motawahi
General Manager (Operation)
Sindh Irrigation & Drainage Authority
(SIDA)

Signature: 
Name: Shafiq-ur-Rehman
CNIC No. 45203-0812535-7

Signature: 
Nacem Memon
General Manager (Finance)
Sindh Irrigation & Drainage Authority
(SIDA)

Date:

January 2010




Nacem Memon
General Manager (Finance)
Sindh Irrigation & Drainage Authority
(SIDA)



Letter of Acceptance

SINDH IRRIGATION & DRAINAGE AUTHORITY

Left Bank Barrage Colony Hyderabad, Sindh



Phone: 022-9210275; Fax: 022-9210081; email: muntaz.saminoo@hotmail.com; web: www.sida.org.pk

Ref. MD-SIDA/WSIP/B2/NC/24/ 7123

Dated: 18 December 2010

M/s. Sher Muhammad Mugheri,
22-C, Mazzanine Floor,
Lane-7, Nishat Commercial,
Phase-VI D.H.A.,
Karachi.

SUBJECT: LETTER OF ACCEPTANCE

Dear Sir,

This is to notify you that your bid dated 19th October 2010 for execution of the Contract No. WSIP/B2/NC/24 for Rehabilitation and Improvement of RD 214 L/S Minor, RD 203 L/S Minor and Choondko Minor for the Contract Price of Pak Rupees: 35,656,855 (Rupees Thirty Five Million, Six Hundred Fifty Six Thousand, Eight Hundred and Fifty Five Only), as corrected and modified in accordance with the Instruction to Bidders, is hereby accepted.

Mr. Muntaz Ali Memon is proposed as the adjudicator as was already mentioned in clause 36.1 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,

Mohammad Ehsan Leghari
Managing Director
MANAGING DIRECTOR
SINDH IRRIGATION
AND DRAINAGE AUTHORITY

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

MMP WSIP (PIC) Office Hyderabad						
MM Pakistan (Pvt) Ltd.						
To	A	I	C	SIGN	DATE	
J.L.	✓					
D.S.			✓	✓	20-12-10	
P.S.						
Date 20/12/10						
Received/Dispatched:						
Reference: 7123						
File: 25.32.7711						



Performance Bond



Performance Bank Guarantee (Unconditional)

Bank Guarantee No. 2010/01
Executed On. 24.12.2010
Date Of Expiry. 30.10.2011
Amount: 3570000/-

To,

Sindh Irrigation & Drainage
Authority (SIDA), Left Bank Barrage Colony,
Hyderabad 71000, Sindh, Pakistan

Whereas M/s Sher Muhammad Mughni & Company, address: 22-C, Mezzanine Floor, Lane-7, Nisbat Commercial, Phase-6, D.H.A Karachi (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. WSIP/B2/NC/24 dated 18, December 2010 to execute Rehabilitation / Improvement of RD 203 L/S Minor, RD 214 L/S Minor and Choondko Minor (Nara Canal), (hereinafter called "the Contract");

And whereas it has been stipulated by you in 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 total of Rs. 3,570,000/- (Rupees Three Million and Five Hundred Seventy 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 cavil or argument, any sum or sums within the limits of Rs. 3,570,000/- (Rupees Three Million and Five Hundred Seventy Thousand only) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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 there under 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 the Certificate of Completion.

Signature and Seal of the Guarantor

Name of Bank Alfina Bank Ltd
Address Tower Road, Jeddah
Date 24.12.2010

For Alfina Bank Ltd:
Jeddah (S.A.S)

G.O.M. B.M.

Sentosh Kumar Talib
P.O. No. 5660



Contractor's Form of Bid

Date 19-10-2010

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

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

We offer to execute the **Rehabilitation and Improvement of RD 203 L/S Minor, RD 214 L/S Minor and Choondko Minor** of Nara Canal, Contract No. WSIP/B2/NC/24 in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of **Pak. Rupees 35,656,855 (Thirty Five Million, Six Hundred Fifty Six Thousand, Eight Hundred and Fifty Five Only)**

The Contract shall be paid in Pakistani Rupees.

The advance payment required is: Pak. Rupees Three Million, Five Hundred Sixty Five Thousand, Six Hundred and Eighty Six Only.

Amount	Currency
3,565,686	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: **Sher Muhammad Mugheri (Managing Director)**

Name of Bidder: **M/s. Sher Muhammad Mugheri & Company.**

Address: **22 - C Mezzanine Floor, Lane - 7, Nishat Commercial Phase - VI, D.H.A Karachi.**

