

ISLAMIC REPUBLIC OF PAKISTAN

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

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

**REHABILITATION / IMPROVEMENT OF
DARELLO MINORS & KUNRI DISTRIBUTARY**

**CONTRACT DOCUMENT
VOLUME-1**

CONTRACT NO.WSIP/B2/NC/21A

JANUARY 2011

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



Agreement

This Agreement, made the [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. Hafiz Rabnawaz & Company, BanglowA-01, Faraz Villas, Phase-II Qasimabad, Hyderabad.** (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute **Rehabilitation and Improvement of Darelo Minors & Kunri Distributary, Contract No. WSIP/B2/NC/21A** (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) Hafiz Rabnawaz Chatterjee
(Designation)
M/s. Hafiz Rabnawaz & Company.

WITNESS OF CONTRACTOR


Signature: _____

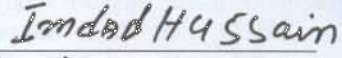
Intiaz Ahmed Samoo
Procurement Specialist
Sindh Irrigation & Drainage Authority
(SIDA)


Signature: _____

Name Abdul Qudus
CNIC No. 41306-6200193-3



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

Signature: 
Name: Imdad Hussain
CNIC No. 43103-3451109-3

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

Date:

January 2010

PAKISTAN ACCOUNTS OFFICE HYDERABAD

PAKISTAN دس ہزار روپے 10000R SPECIAL ADHESIVE	PAKISTAN دس ہزار روپے 10000R SPECIAL ADHESIVE	PAKISTAN دس ہزار روپے 10000R SPECIAL ADHESIVE	PAKISTAN دس ہزار روپے 10000R SPECIAL ADHESIVE	PAKISTAN دس ہزار روپے 10000R SPECIAL ADHESIVE	PAKISTAN دس ہزار روپے 10000R SPECIAL ADHESIVE	PAKISTAN پانچ ہزار روپے 5000R SPECIAL ADHESIVE	PAKISTAN پچاس روپے 50R SPECIAL ADHESIVE	
PAKISTAN دس ہزار روپے 10000R SPECIAL ADHESIVE	PAKISTAN دس ہزار روپے 10000R SPECIAL ADHESIVE	PAKISTAN دس ہزار روپے 10000R SPECIAL ADHESIVE	PAKISTAN دس ہزار روپے 10000R SPECIAL ADHESIVE	PAKISTAN دس ہزار روپے 10000R SPECIAL ADHESIVE	PAKISTAN دس ہزار روپے 10000R SPECIAL ADHESIVE	PAKISTAN دو ہزار روپے 2000R SPECIAL ADHESIVE	PAKISTAN دو ہزار روپے 2000R SPECIAL ADHESIVE	PAKISTAN سویس روپے 100R SPECIAL ADHESIVE

Assistant Accounts Officer Hyderabad
10 JAN 2010
HYDERABAD



Letter of Acceptance

SINDH IRRIGATION & DRAINAGE AUTHORITY

Left Bank Barrage Colony Hyderabad, Sindh



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

Ref. MD/SIDA/WSIP/B2/NC/21A/7124

Dated: 18 December 2010

M/s. Hafiz Rabnawaz,
House # A-1, Faraz Villas,
Phase-II, Qasimabad,
Hyderabad,
Tel: 022 - 2655225

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/21A for Rehabilitation and Improvement of Darelo Minor and Kunri Distributary for the Contract Price of Pak Rupees: 39,714,388 (Rupees Thirty Nine Million, Seven Hundred Fourteen Thousand, Three Hundred and Eighty Eight Only), as corrected and modified in accordance with the instruction to Bidders, is hereby accepted.

Mr. Mumtaz 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

HYDERABAD,
CC: TC, PCMU, 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
T-L	✓				
OT-L			✓	✓	20-12-10
P-L			✓		
Date	20/12/10				
Received / Dispatched:					
Reference:	7124				
ETD:	253277(11)				



Performance Bond



PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

L/G NO: 25/05
AMOUNT OG LG: RS.3,972,000
DATE OF ISSUE: 31-12-2010
DATE OF EXPIRY: 28-02-2011

To,

SINDH IRRIGATION & DRAINAGE AUTHORITY (SIDA)
LEFT BANK BARRAGE COLONY, HYDERABAD
71000, SINDH, PAKISTAN.

whereas M/S Hafeez Rab Nawaz & Company, H.No.A-1, Faza V/W Phase-II Qasimabad Hyderabad (hereinafter called "the contractor"), has undertaken, in pursuance of contract No. WSIP/B2/NC/21A dated 18th December 2010 to execute the Rehabilitation and Improvement of Darehki minor and Kunri Distributary (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 total of (Pak. RS.3,972M (Rupees Three Million Nine Hundred Seventy Two Thousand Only)) i.e. 10% of the contract price specified in the contract) 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 call or argument, any sum or sums within the limit of (Pak. RS.3,972M (Rupees Three Million Nine Hundred Seventy Two Thousand Only)) i.e. 10% of the contract price specified in the contract) as specified 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.

Mansoor Shaikh
31-12-2010



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 Darello Minors & Kunri Distributary, Contract No. WSIP/B2/NC/21A, in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of Pak. Rupees 39,714,388 (Thirty Nine Million, Seven Hundred Fourteen Thousand, Three Hundred and Eighty Eight Only)

The Contract shall be paid in Pakistani Rupees.

The advance payment required is: Pak. Rupees Three Million, Nine Hundred Seventy One Thousand Four Hundred and Thirty Nine Only.

Amount	Currency
3,971,439	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: Hafiz Rabnawaz Checker (Managing Director)

Name of Bidder: M/s. Hafiz Rabnawaz & Company.

Address: Banglow A-01, Faraz Villas, Phase-II, Qasimbabad, Hyderabad.

