

ISLAMIC REPUBLIC OF PAKISTAN

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

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

**REHABILITATION / IMPROVEMENT OF
FAIZ MINOR, LUKTURKO MINOR, KIRIRI MINOR,
TAJ MINOR, DINGRI MINOR AND PIR BUX GAHO
MINOR (UPPER NARA CANAL)**

**CONTRACT DOCUMENT
VOLUME-1**

CONTRACT NO.WSIP/B2/NC/23

JANUARY 2011

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. Uzair Engineering Works, Bungalow No. 128, Defence Housing Society, Hydersbad, (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute Rehabilitation and Improvement of Faiz, Lukturko, Kiriri, Taj, Dingri and Pir Bux Gaho Minors (Upper Nara Canal, Contract No. WSIP/B2/NC/23 (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



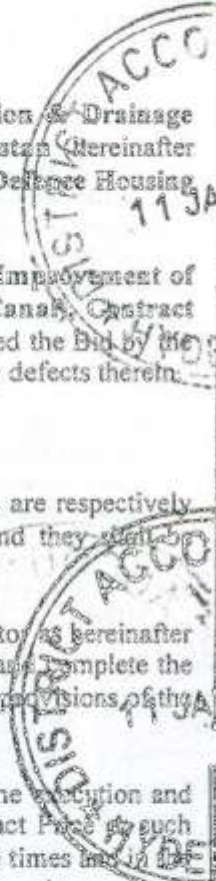
Signature: M. Nazir Ahmed
(NAME) M/s. Uzair Engineering Works
(Designation) M/s. Uzair Engineering Works

WITNESS OF CONTRACTOR

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

Signature: Nazir Ahmed
Name Nazir Ahmed
CNIC No. 41303-4858286-1

Assistant Accountant
District Accounts Officer, Hyderabad



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

Signature: *Asim Hameed*
Name
CNIC No. *Asim Hameed*
42301-52424201

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



Asim Hameed
District Accounts Officer Hyderabad



Letter of Acceptance

SINDH IRRIGATION & DRAINAGE AUTHORITY

Left Bank Barrage Colony Hyderabad, Sindh



Phone: 021-9210275; Fax: 021-9210081; email: indiaz.samosi@hotmail.com; web: www.sida.org.pk

Ref. MD/SIDA/WSIP/B2/NC/23

7205

Dated: 29 December 2010

M/s. Uzair Engineering Works
124 Defense Housing Scheme, Hyderabad,
Sindh.

SUBJECT: LETTER OF ACCEPTANCE - Contract No. WSIP/B2/NC/23

Dear Sir,


This is to notify you that your bid dated 29th November 2010 for execution of the Contract No. WSIP/B2/NC/23 for Rehabilitation and Improvement of Faiz Minor, Lukturko Minor, Kiriri Minor, Taj Minor, Dingri Minor and Pir Bux Gaho Minor Upper Nara Canal for the Contract Price of Pak Rupees Rs. 54,662,833 (Rupees Fifty Four Million, Six Hundred Sixty Two Thousand, Eight Hundred and Fifty Three Only), as corrected and modified in accordance with the Instruction to Bidders, is hereby accepted.

Mr. Muntaz Ali Miran is proposed as the adjudicator as was already mentioned in clause 36.1 of the Bidding Data of the Bid.

Within 31 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 as the format provided in the Bidding Document.

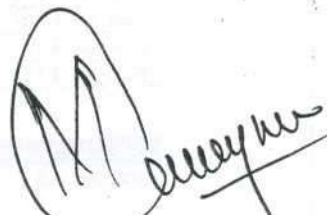
You are also requested to submit the programme of work, immediately, for its approval before signing of the Contract.

Thanks & True Regards,


Mohammad Ehsan Leghari
Managing Director



CC: PC, PCMU, WSIP-I, Karachi.
TL, PMCA, PCMU WSIP-I, Karachi.
TL, PIC WSIP-I, Hyderabad.


UZAIR ENGINEERING WORKS
HYDERABAD



Performance Bond



ABDUL GHANI
Gold Stamp Vendor,
Licence No: 87 Street No: 28-C,
Session Court Compound Hyd.

MY BANK SADDAR BRANCH HYD

4176
05 JAN 2011

L/G NO: 201/11
AMOUNT: Rs. 5,000,000/-
DATE OF ISSUE: 06-01-2011
DATE OF EXPIRY: 31-12-2011

PERFORMANCE BANK GUARANTEE (Unconditional)

To: Sindh Irrigation & Drainage Authority (SIDA),

Whereas **UZAIR ENGINEERING WORKS, 128- Defence Housing Scheme Hyderabad** (Hereinafter Called "the Contractor") has undertaken, in pursuance of Contract No. WSIP/B2/NC/23 (LoA MD/SIDA/WSIP/B2/NC/23/7225) Dated: 29-12-2010, to execute **REHABILITATION/IMPROVEMENT OF FAIZ MINOR, LUKTURKO MINOR, KIRIRI MINOR, TAJ MINOR, DINGRI MINOR AND PIR BUX GAHO MINOR (UPPER NARA CANAL)** (Hereinafter Called "The Contractor")

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 obligation in accordance with the Contract.

We The My Bank Ltd Saddar Hyderabad agreed to give the Contractor a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible, on behalf of the Contractor, up to a total of **Rs.5,000,000.00 (Five Million Only)** 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. 5,000,000.00(Five Million Only)**. As aforesaid without you needing to prove or to show ground or reasons for your demand for the sum specified therein.


UZAIR ENGINEERING WORKS
HYDERABAD

For MYBANK Ltd

Signature





ADIT CHAND
[Signature]


MY BANK SADDAR BRANCH

41-76
05 JAN 2011

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

We further agree that no change or addition to or other modification 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, i.e 31-12-2011


UZAIR ENGINEERING WORKS
HYDERABAD

For MyBank Ltd
[Signature]
[Signature]

MyBank Ltd
Haji Shah Road
Suddar Cant: Hyderabad.

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 Faiz, Lukturko, Kiriri, Taj, Dingri and Pir Bux Gaho Minors, Contract No. WSIP/B2/NC/23**, in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of **Pak. Rupees 54,662,853 (Fifty Four Million, Six Hundred Sixty Two Thousand, Eight Hundred and Fifty Three Only)**

The Contract shall be paid in Pakistani Rupees.

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

Amount	Currency
5,466,285	Pakistani Rupees

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

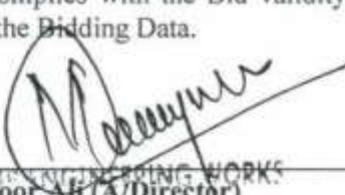
This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

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: **Manzoor Ali (A/Director)**
Name of Bidder: **M/s. Uzair Engineering Works.**
Address: **Bungalow No. 128, Defence Housing Society, Hyderabad.**

