

ISLAMIC REPUBLIC OF PAKISTAN

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

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

**REHABILITATION / IMPROVEMENT OF
RD 196 L/S MINOR, RD 205 R/S MINOR AND
PHARYARO MINOR (NARA CANAL)**

**CONTRACT DOCUMENT
VOLUME-1**

CONTRACT NO. WSIP/B2/NC/24A

JANUARY 2011

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



Agreement

This Agreement, made the 31 January 2011 day of [day], [month], [year] between Sindh Irrigation & Drainage Authority (SIDA), Left Bank Barrage Colony, Hyderabad 71000, Sindh, Pakistan (hereinafter called "the Employer") and M/s. Relumal & Company, B-43, Bhattai Nagar, Jamshoro Road Hyderabad, (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute **Rehabilitation and Improvement of RD 196 L/S Minor, RD 205 R/S Minor and Pharyaro Minor, Contract No. WSIP/B2/NC/24A** (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
0+++


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


For and on behalf of
CONTRACTOR


Signature: Relumal
(NAME) RELUMAL & COMPANY
(Designation)
M/s. Relumal & Company PROPRIETOR


WITNESS OF CONTRACTOR


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

Signature: 
Name Dharam Das
CNIC No. 41306-1278153-9

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

Signature: 
Name **KHAIM CHAND**
CNIC No. **413068481674-9**

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

Date:

January 2011



Assistant Accountant
District Accounts Office Hyderabad


RELUMAL & COMPANY

PROPRIETOR

Letter of Acceptance

SINDH IRRIGATION & DRAINAGE AUTHORITY

Left Bank Saranga Colony Hyderabad, Sindh



Phone: 022-9210275; Fax: 022-9210091; email: info@sida.gov.pk; web: www.sida.gov.pk

Ref. MD/SIDA/WSIP/B2/NC/24A/ 7/92

Dated: 18 December 2010

M/s. Relumal & Company,
Banglow No. 43, Dhital Nagar,
Jinnah Road,
Hyderabad,
Tel: 022-3611667

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/24A for Rehabilitation and Improvement of RD 196 L/S Minor, RD 205 R/S Minor and Pharyaro Minor for the Contract Price of Pak Rupees: 24,23,004 (Twenty Four Million, Six Hundred Twenty Five Thousand Six Hundred and Four Rupees), as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted.

Mr. Niaz Ali Memon is proposed as the adjudicator as was already mentioned in clause 10.1 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 terms provided in the Bidding Document.

You are requested to provide the detailed justification / rate analysis for your unbalanced rate, for our satisfaction before signing of the agreement.

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

Thanks & Your Regards,

Mohamud Elman Leghari
Managing Director (O&M)

SINDH IRRIGATION
AND DRAINAGE AUTHORITY

CC: PC, PCMU, WSDM, Karachi.
TL, PNCIA, PCMU WSIP-I, Karachi
TL, PC WSIP-I, Hyderabad.

NEMP WSIP (PIC) Office Hyderabad					
NEM Pakistan (Pvt) Ltd.					
TD	A	E	C	SIGN	DATE
TE	✓				
OTG			✓		18/12/10
PC			✓		
Date: 18/12/10					
Received / Disapproved: [Signature]					
Reference: 7/11					
PP: 283247111					

RELUMAL & COMPANY

Performance Guarantee



جریان سہ
 ریلوے ایجنسی کے لیے
 45105-6617739-7 45105-66
 7/01/2011

Performance Bank Guarantee (Unconditional)

Bank Guarantee No. 9432/2011/01
 Executed On: 15-01-2011
 Date of Expiry: 31-12-2011
 Amount: 2,470,000/-

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

Whereas M/s. RELUMAL AND COMPANY BUNGLOW NO.43 BHITTAJI NAGAR HYDERABAD (hereinafter called "The Contractor") has undertaken, in pursuance of Contract No. WSIP/B2/NC/24A to execute Rehabilitation / Improvement of RD 196 L/S Minor RD 205 R/S Minor and Pharyaro 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 reorganized bank for the sum specified therein and whereas we have agreed to give the Contractor such a Bank Guarantee:

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 Rs. 2,470,000/- (Twenty Four Lacs 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 civil or argument, any sum or sums within the limits of 2,470,000/- (Twenty Four Lacs Seventy Thousand only) as aforesaid without your needing to prove or to show ground 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 charge 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 his 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: HABIB BANK LTD
 Address: DAHARKI COLONY
 Date: 15-01-2011

FOR HABIB BANK LTD,
 Daharki Distt. Ghoski
 Officer: A. Wahab Larik
 Manager
 Signature: A. Wahab Larik
 No. 2925

Relumal

RELUMAL & COMPANY
PROPRIETOR



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 RD 196 L/S Minor, RD 205 R/S Minor and Pharyaro Minor, Contract No. WSIP/B2/NC/24A**, in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of **Pak. Rupees 24,625,604 (Twenty Four Million, Six Hundred Twenty Five Thousand, Six Hundred and Four Only)**

The Contract shall be paid in Pakistani Rupees.

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

Amount	Currency
2,462,560	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. Relumal (Managing Director)**
Name of Bidder: **M/s. Relumal & Company.**
Address: **B-43, Bhattai Nagar, Jamshoro Road Hyderabad.**



Relumal

RELUMAL & COMPANY

PROPRIETOR