

# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION FORM

### TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT. SINDH BANK LIMITED/ADMINISTRATION
- 2) PROVINCIAL / LOCAL GOVT./ OTHER SCHEDULED BANK
- 3) TITLE OF CONTRACT Supply of Mineral Water to Head Office
- 4) TENDER NUMBER SNDB/COK/ADMIN/TD/891/2018
- 5) BRIEF DESCRIPTION OF CONTRACT Same as above
- 6) FORUM THAT APPROVED THE SCHEME Competent Authority
- 7) TENDER ESTIMATED VALUE 840,000/-
- 8) ENGINEER'S ESTIMATE  
(For civil works only) \_\_\_\_\_
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 1 Year
- 10) TENDER OPENED ON (DATE & TIME) 09/03/2018 at 1500 Hrs
- 11) NUMBER OF TENDER DOCUMENTS SOLD 1  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 1
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 1
- 14) BID EVALUATION REPORT 03/04/2018  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. Nestle Pakistan Ltd Plot No. 33/7 Sector  
KORANCI WAD  
Area. KARAK
- 16) CONTRACT AWARD PRICE 920,500/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID). 1. M/s.Nestle Pakistan Ltd

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE   Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE
- c) TWO STAGE BIDDING PROCEDURE
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT \_\_\_\_\_

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website  
(If yes, give date and SPPRA Identification No.)

Yes	S.No : 36951
No	

ii) News Papers  
(If yes, give names of newspapers and dates)

Yes	Notification (21/02/2018)
No	

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?

(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

Yes	
No	No

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS  
(If yes, give details)

Yes	
No	No

33) WAS THE EXTENSION MADE IN RESPONSE TIME?  
(If yes, give reasons)

Yes	
No	No

34) DEVIATION FROM QUALIFICATION CRITERIA  
(If yes, give detailed reasons.)

Yes	
No	No

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT  
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE  
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO  
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)


Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN  
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	no

  
Signature & Official Stamp of  
Authorized Officer \_\_\_\_\_  
*Lt Col (R) Shahzad Begg*  
EVP/Head of Administration  
SINDH BANK LIMITED

**FOR OFFICE USE ONLY**

**SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi**  
Tele: 021-9205356; 021-9205369 & Fax: 021-920629

<b>Supply of Mineral Water to Head Office Bid Evaluation Report</b>	
1	Name of Procuring Agency ✓ Sindh Bank Ltd.
2	Tender Reference No. SNDB/COK/ADMIN/TD/891/2018
3	Tender Description Supply of Mineral Water to Head Office
4	Method of Procurement ✓ Single Stage One Envelop Bidding Procedure
5	Tender Published & SPPRA S.No. S.No: 36951 Notification (21/02/2018)
6	Total Bid Documents Sold 01
7	Total Bids Received 01
8	Technical/Financial Bid Opening Date & Time 09/03/2018 at 1500 Hrs.
11	No. of bids qualified 01
12	Bid(s) Rejected -

Details on the above as given below:

S. No.	Name of Firm or Bidder	Qualified / Disqualified in Technical/ Eligibility Inspection	Total Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost (Rs.840,000/-)	Reasons for acceptance/ rejection	Remarks
0	1	2	3	4	5	6	7
01.	M/s. Nestle Pakistan Ltd.	Qualified- Obtained 80% in Evaluation Process	Rs. 920,500/- (Rs.175/- Per Bottle)	Only Lowest Bidder	Rs. 80,500/- above the estimated cost	Accepted Only Evaluated Bidder well within 15% limit	Rule 48 has been complied with

Accordingly going by the Technical/Financial Evaluation offered in the tender document, M/s. Nestle Pakistan Ltd. stands as Only Lowest evaluated Qualified Bidder for Supply of Mineral Water to Head Office.

**Members Signature- Procurement Committee**

Lt. Col. (R) Shahzad Begg  
Head of Administration

Mr. Saeed Jamal  
Chief Financial Officer

Mr. Syed Muhammad Aqeel  
Chief Manager, IDBL Karachi

Date: 09/03/18


**Supply of Mineral Water for Head Office**


Serial No: ①

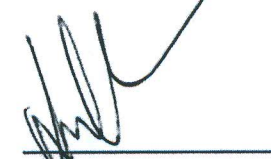
Bidder: Nestle Pakistan Ltd.

S. No	Descriptions	Total Points	Points Obtained	Remarks	(Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded)	Evidence attached as
1	ISO certification a. 22000 b. 18001 c. 14001 for Quality, Environment, Health & Safety	30	30	If an all	Attach Certificate	Ann "A"
		15		If in two		
		8		If in one		
2	Certificate of PSQCA bottle analysis	5	5	Yes	Attach Certificate	Ann "B"
		0		No		
3	Certificate of PSQCA bottle caps standard	5	5	Yes	Attach Certificate	Ann "C"
		0		No		
4	Average Yearly Turn Over in Last 3 Years	20	20	On an average of 7 M and above per year	Audit Report/Tax Return	Ann "D"
		10		On an average of 3 M and above per year		
5	Years in business (Date of establishment of company)	20	20	5 years & above	NTN Certificate / Letter of Incorporation / Company Registration Letter / Letter or Declaration of Commencement of Business is required to be enclosed	Ann "E"
		10		3 years & above		
		4		2 years & above		
6	Companies on cliental list (with minimum supply of mineral water 8000 to 10000 litre/month to each company)	20	0	10 & above	Attach updated confirmation letter from each company	Ann "F"
		10		5 & above		
		4		3 & above		
<b>Total Marks</b>		<b>100</b>	<b>80</b>	<b>Qualified / Disqualified</b>		

**Members Signature- Evaluation Committee:**

  
 Muhammad Ather Iqbal  
 Admin Division

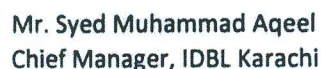
  
 Tahawar Raza  
 Operation Division

  
 Dilshad Hussain Khan  
 Finance Division

**Members Signature- Procurement Committee**

  
 Lt. Col. (R) Shahzad Begg  
 Head of Administration

  
 Mr. Saeed Jamal  
 Chief Financial Officer

  
 Mr. Syed Muhammad Aqeel  
 Chief Manager, IDBL Karachi

## 4 FINANCIAL PROPOSAL

### PRICE SCHEDULE

(Applicable for the year 2018-19)

Name of Bidder M/S. Nestle Pakistan  
Section 'A'

Description	Quantity (19 Litre )	Unit Rate	Amount
Mineral Water Bottle (Supply on daily basis)	4800 bottle per Year	175	840,000/2

#### Section 'B'

Description	Quantity	Amount
Bottle Security Deposit-Refundable	1	500/2

#### Section 'C'

Description	Quantity	Unit Rate	Amount
Cold Water Dispenser	5	16000	80,000/2

**Grand Total Amount of Section A+B+C =** 920,500/2

#### \*Grand Total:

This amount will be considered as only the "Bid Offered". Whereas be apprised that the successful bidder will be the one whose "Evaluated Bid" is the lowest. (For further clarification refer Note 5. below)

#### Note

- The cost must include all taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, commissioning, transportation and labour charges.
- No advance payment for the supply of equipment will be made, bills are only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the concerned officer.
- Calculation of bid security.** 5% of the \*Grand Total Amount will be submitted with the tender document as bid security in shape of Pay Order /Bank Guarantee in favour of Sindh Bank Ltd.  
a. Amount of Section 'A' + Section 'B' + Section 'C'
- Supply of mineral water will be on daily basis if any delay in water supply on due date (date given on supply order) a fine of Rs.500/-per day will be deducted from the bill.
- Lowest evaluated bid is going to be the criteria for award of contract rather than considering the lowest offered bid, encompassing the lowest whole sum cost which the procuring agency has to pay for the duration of the contract. SPPRA Rule 49 may please be referred.
- Qualified company will also be bound to sign a bond/undertaking that in case of any observation arising in respect of quality of the water within the contract period, the company will be liable to address it at his own cost, non-compliance of the same will result into initiation of a case against the company for non-commitment.
- All conditions in the contract agreement attached as Annexure G are part of this tender document.
- The tender will be considered cancelled if the contract agreement after due signature is not submitted with Admin Office after 5 days of completion of bid evaluation report hoisting period (3 days) on SPPRA website.
- The Tender will stand cancelled if the item are not supply within 5 working days of issue of supply order.
- The tender will stand cancelled if any of the given condition of the tender in not met in strictly as per the requisite of the tender document.
- In case the total marks of technical & financial evaluation are the same, the successful bidder will be the one who has acquired more marks in the technical evaluation.

Signature & Stamp of Bidder

**SIGNATURE MEMBERS FOR ADMIN**

Hr - Fin Div.

Admin Div.

NESTLE PAKISTAN LTD.  
Plot No. 347, Sector-15,  
Industrial Area,  
Karachi-Pakistan

TENDER No: SNDB/COK/ADMIN/TD/891/2018

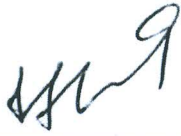
Date: 19/03/2018

**Supply of Mineral Water to Head Office**  
**Certificate in Compliance of Rule 48 of SPPRA**

This is to certify that as only one bid was received against the tender, so Rule 48 has been complied with detail as follows:

S.No	Marketing Price.	Estimated Price	Current tender Price
01	Rs. 210/-	Rs. 175/-	Rs. 175/-

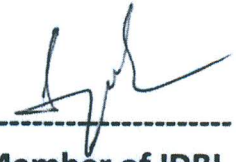
**Member Procurement Committee**



Head of Finance Division



Head of Admin Division



Member of IDBL

BUTTER & CREAM

**Rs90**  
COOKING CUBES & PASTE

**ADD TO CART**

Maggie takes 2 minutes or not, but we surely deliver your favorite noodles to you when you are just about to faint with hunger. All you have to do is open your browser, logon to Meridukan.pk, and choose your flavor to get it delivered in no time. We just do not have plain Maggie, but

SOLD OUT

stocked up with the

READ MORE

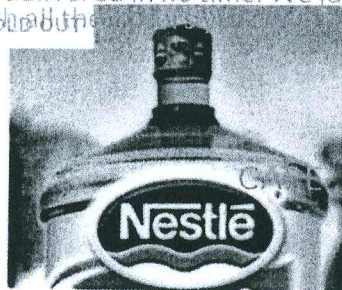
BISCUITS & COOKIES

**Rs50**

**READ MORE**

ven't heard of

SYRUPS & SQUASHES



Nestle Pure Life Drinking  
Water 1.5 Ltr  
MDC-0076  
**Rs294**

**READ MORE**

FEATURE

Nestle Pure Life Drinking  
Water 12 Ltr  
MDC-0077  
**Rs160**

**READ MORE**

FEATURE

✓ Nestle Pure Life Drinking  
Water 19 Ltr  
MDC-0078  
✓ **Rs210**

**READ MORE**

FEATURE





**MINUTES OF THE OPENING OF THE TENDER (TECHNICAL/FINANCIAL PHASE)**

TYPE OF PROCUREMENT  ADMIN / IT / CONSULTANT / MEDIA  
TENDER NAME Supply of Mineral water to Head office  
TYPE OF TENDER  SINGLE STAGE-ONE ENVELOPE / SINGLE STAGE-TWO ENVELOPE / TWO STAGE / TWO STAGE-TWO ENVELOPE  
OPENING DATE 9/3/18  
OPENING TIME 3:00pm

ATTENDANCE (MEMBER PC)

	NAME	FIRM
ATTENDANCE (REPS. OF BIDDERS)	<u>M/S Nestle</u>	<u>By Prop box</u>
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____

TOTAL BIDS ACCEPTED FOR EVALUATION \_\_\_\_\_

TOTAL BIDS REJECTED \_\_\_\_\_

REMARKS \_\_\_\_\_

**PROCUREMENT COMMITTEE SIGNATURE**

Head of Administration: \_\_\_\_\_  
Chief Finance Officer: \_\_\_\_\_  
Chief Manager, IDBL: \_\_\_\_\_



ATTENDANCE SHEET  
BID OPENING -

FOR SELECTION OF Supply of Mineral water to Head office  
Date: 9/3/18

S.No	Company Name	Name of Company Representative	Contact No.	Company Address	Signature
1	M/s Nestle	→ By Deep box			

Signature - Procurement Committee Members

Head of Administration

Chief Financial Officer

Chief Manager (IDBL)

*(Handwritten signatures and initials)*

**BUYER RECORD**

**Mineral Water**

<b>S.No.</b>	<b>TENDER NAME</b>	<b>AMOUNT</b>
1	Nestle Pakistan	300
<b>Total</b>		<b>300</b>

### **3 SCOPE OF WORK / TECHNICAL SPECIFICATION**

Sindh Bank Limited (SNDB) requires the supply of mineral water for Head Office SNDB staff for the year 2018.

- The approximate requirement is 400 bottles (19 litres each) per month. However the supply will be 15 bottles on daily basis. Total Yearly requirement is 4800 bottle.
- 05 dispensers with cooling capacity will also be required to be placed at Head office.

SNDB/COK/ADMIN/TD/891/2018

Dated: 26 / 6 /2018

M/s. Nestle Pakistan Ltd.  
Plot No.33/7. Sector 15  
Korangi Industrial Area.  
Karachi.

**Subject: Contract Award-Supply of Mineral Water to Head Office**

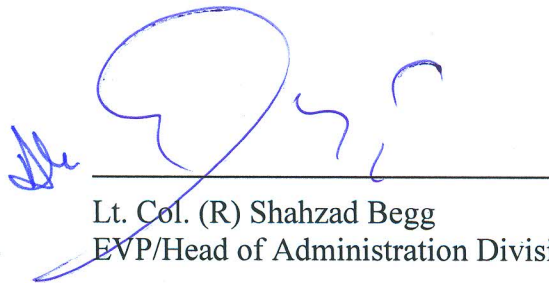
Dear Sir,

The management of Sindh Bank Limited is pleased to award the subject contract to M/s. Nestle Pakistan Ltd, in accordance with terms and conditions mentioned in our tender dated 21/02/2018.

Please acknowledge.

Sincerely,

For & behalf of Sindh Bank Limited,

  
Lt. Col. (R) Shahzad Begg  
EVP/Head of Administration Division



AZAM ALAM STAMP VENDER Licence No. 59  
G-7, Spanish Homes, Phase-1, D.H.A. Karachi  
S.No. 1020  
Issued To With..... **S.M. Ramzan Gillani**  
(MA, LLB & LLM)  
Through With Address..... **Advocate High Court**  
Purpose..... **HC-11629**  
Value Rs..... **Attached**  
Stamp Vendor Signature.....  
NOT VALID FOR DIVORCE

15 MAY 2018

## AGREEMENT FOR SUPPLY OF MINERAL WATER

THIS AGREEMENT is entered into at Karachi on this the 26 day of JUNE, 2018

### BETWEEN

M/s. Nestle Pakistan Limited incorporated under the Companies Ordinance 1984 having its registered office at 308-Upper Mall, Lahore and its regional sales Office at Plot No.33/7, Sector-15/ Korangi Industrial Area. Karachi, through its National Sales Manager Water (Company's duly authorized Agent/Representative) hereinafter refer to as "Supplier" (which expression shall, whenever the context so permits include its successors and permitted assigns) of the one part;

### AND

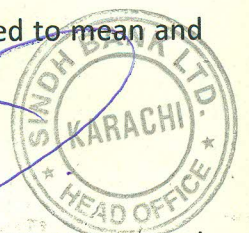
Sindh Bank Limited, a banking supplier incorporated under the laws of Islamic Republic of Pakistan and having its registered office at Federation House building, ground floor, Clifton, Karachi (hereinafter referred to as the "Bank", which expression shall be deemed to mean and include its successors-in-interest and permitted assigns) of the second part.

### WHEREAS:

"THE BANK" intends to acquire the services of "Supplier" for Supply of Mineral Water to Head Office and Supplier agrees to provide the following services to the bank, as per tender opening date 09.03.2018 along with Price Schedule mentioned in Financial Proposal which is attached herewith and marked as Annexure-A:

(The Bank and Supplier shall hereinafter wherever the context so permits shall collectively be referred to as the "Parties" and individually as a "Party").

NESTLE PAKISTAN LTD.  
Plot No. 33/7, Sector-15  
Karangi Industrial Area  
Karachi-Pakistan



WHEREAS, the Bank requires delivery of bottled water at its premises;

AND WHEREAS, Supplier possesses the skills, expertise and resources to provide the requisite services in relation to the delivery of bottled water to the Bank;

AND WHEREAS, the Bank hereby agrees to appoint the supplier for the provision of services, subject to the terms and conditions of this Agreement.

**NOW THEREFORE**, the Parties agree as follows,

**1. SERVICES:**

Supplier will deliver **Nestle Pure Life Drinking Water 19 Litre** to the Bank premises (detailed in Annexure B) in accordance with the terms and conditions of this Agreement. The Bank will sign and check all delivery receipts issued by the delivery sales representatives, at the time of delivery. No claim(s) of error in receipt shall be entertained after passage of 3 working days after delivery. The modification, alteration, or change its terms and conditions and procedures of the delivery of the bottled water will only be done with mutual consent of both the Parties. Supplier shall endeavour to provide efficient services and timely delivery of the bottles to the Bank and will not be held liable for any delay in the delivery or services caused due to Force Majeure events occurring including but not limited to delivery van breakdown, shortage of supply at factory due to strike and/or curfew etc.

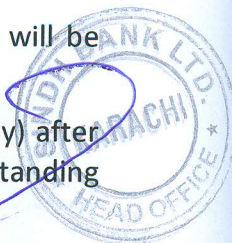
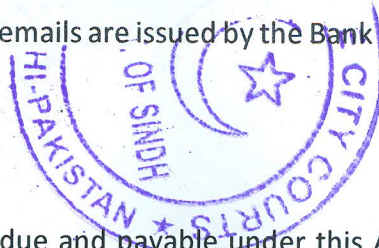
**2. TERM & TERMINATION:**

- a) The Agreement will commence and take effect from 26/6/18 and unless terminated in accordance with the provisions contained herein shall expire on 25/6/19. Upon expiry, this Agreement may be renewed with the mutual consent of the Parties for further three years on same terms, rate & conditions.
- b) This Agreement may be terminated in accordance with the following;
- Either Party may terminate this Agreement by giving 30 (thirty) day prior written notice without assigning any reason.
  - Immediately by a Party if the other Party commits a substantial breach of any of its obligations under this Agreement and shall not have remedied such breach within fifteen (15) days of receiving written notice of the breach from the non-breaching party.
  - Immediately by either Party if the other Party shall become bankrupt or enter into liquidation (provisional or otherwise) except for purpose of amalgamation or reconstruction or a receiver and/or manager or administrator is appointed in respect of its assets or any part thereof or it enters into any composition or arrangement with creditors generally.
- c) Upon termination of this Agreement the Bank will return all the bottles which will be collected by authorized officer of the Supplier.
- d) Supplier shall return all advance payments/security deposits against bottles (if any) after ensuring that all the bottles have been returned. At the time of refund any outstanding amount will be deducted from the advance payments (if applicable).
- e) The Bank will clear all charges payable and accrued till the time of termination of the Agreement which is not disputed.
- f) In case of termination for any reason whatsoever, neither Party shall have no claim against the other Party for compensation for loss of rights, loss of goodwill or any similar loss.
- h) if two (2) unsatisfactory letters/emails are issued by the Bank for unsatisfactory performance to the supplier

**3. PRICING AND PAYMENT:**

The Bank will pay all charges due and payable under this Agreement in accordance with Annexure A.

*Handwritten signature*  
NESTLE PAKISTAN LTD.  
Plot No. 02/7, Sector-15,  
Karachi-Industries Area,  
Karachi-Pakistan



If the obligation of warranty period are not met or delayed, the repair etc. requirement on this account will be carried out by the bank & the billed amount will be deducted from the performance security/ upcoming payment due to supplier. Risk & subsequent cost to this effect if any will be liability of the vendor and any subsequent expenses on the equipment will also be borne by the supplier

**4. CANCELLATIONS:**

Subject to the provisions of clause 2(c), 2(d) and 2 (e), on closing of an account the any advance payments/security deposits will be refunded to the Bank as per Supplier's record within 14 working days termination/expiry of the Agreement.

**5. REPRESENTATIONS AND WARRANTIES:**

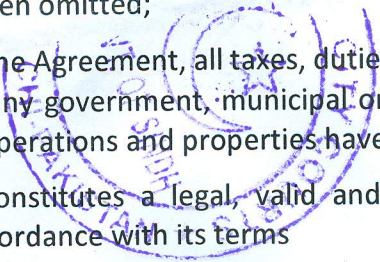
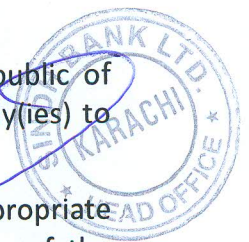
a) Supplier represents and warrants that:

- i. it is a company duly incorporated under the laws of the Islamic Republic of Pakistan and has the licenses and approvals of relevant regulatory body(ies) to provide the Services under this Agreement;
- ii. it has the necessary power to enter into this Agreement and has by all appropriate and required corporate actions authorized the execution and delivery of the Agreement;
- iii. Supplier has disclosed in writing to the Bank all matters specifically relating to Supplier---- and its business which could affect the Supplier's ability to perform its obligations hereunder and that all such information is accurate in all material respects and no material fact, the omission of which would make such statements misleading, has been omitted;
- iv. up to the date of the Agreement, all taxes, duties, dues, rates, charges, cesses and rents payable to any government, municipal or local authority in respect of Supplier business, operations and properties have been fully paid up;
- v. the Agreement constitutes a legal, valid and binding obligation of Supplier-enforceable in accordance with its terms
- vi. neither the execution of the Agreement nor the compliance by the Supplier- with the respective terms thereof will constitute a breach of or cause default under any agreement or other undertaking, instrument or obligation to which it is a party or which is binding upon it or any of its assets to an extent or in a manner which might materially and adversely affect the ability of Supplier-- to perform its obligations under this Agreement.

b) The Bank represents and warrants that;

- i. it is a company duly incorporated under the laws of the Islamic Republic of Pakistan and has the licenses and approvals of relevant regulatory body(ies) to receive the Services under this Agreement;
- ii. it has the necessary power to enter into this Agreement and has by all appropriate and required corporate actions authorized the execution and delivery of the Agreement;
- iii. The Bank has disclosed in writing to the Supplier- all matters specifically relating to the Bank and its business which could affect the Bank's ability to perform its obligations hereunder and that all such information is accurate in all material respects and no material fact, the omission of which would make such statements misleading, has been omitted;
- iv. up to the date of the Agreement, all taxes, duties, dues, rates, charges, cesses and rents payable to any government, municipal or local authority in respect of the Bank's business, operations and properties have been fully paid up;
- v. the Agreement constitutes a legal, valid and binding obligation of the Bank enforceable in accordance with its terms
- vi. neither the execution of the Agreement nor the compliance by the Bank with the

NESTLE PAKISTAN LTD.  
Plot No. 377, Sector-15,  
Korangi Industries Area,  
Karachi-Pakistan





agreement or other undertaking, instrument or obligation to which it is a party or which is binding upon it or any of its assets to an extent or in a manner which might materially and adversely affect the ability of the Bank to perform its obligations under this Agreement

**6. RESPONSIBILITIES:**

- a) Supplier- undertakes that it shall:
- i. make all necessary arrangements for providing the logistics and infrastructure for the supply of bottled water to the premises of the Bank;
  - ii. ensure that the conditions and procedures for delivery of bottled water under this Agreement are followed at all times; and
  - iii. use due care and caution in transporting the bottled water to the premises of the Bank and will ensure that the bottled water provided under this Agreement is fit for human consumption and bottled in accordance with applicable laws and all reasonable Bank requirements communicated to the Supplier from time to time.
  - iv. Provide an estimated schedule of deliver for delivering the consignments to the Bank's premises.
- b) The Bank undertakes that it shall
- i) Make timely payments for bottles delivered in accordance with the provisions of this Agreement.
  - ii) Properly store filled and empty bottle, in accordance with the instructions of Nestle so as not to cause damage to the bottles delivered. Bank shall be responsible for any damage or loss to the water bottles at the Bank's premises.
  - ii) Timely return all water bottles delivered under this Agreement.

**THE USE OF BOTTLES:**

All bottles are the property of **Nestle Pakistan Limited**. These shall not be taken or handed over to any other bottlers of water other than **Nestle Pakistan Limited** for filling purpose. The Bank will use the bottles only for Nestle Pure Life (Premium Drinking Water). The Bank will not reuse Supplier Bottle for any other purpose or refill them with any other substance. The Bank will take good care of the bottles and will keep them clean and undamaged at all times and shall comply with the Supplier instruction in this regard. The Bank shall not make any alteration to the bottles. The Bank shall notify the Nestle immediately in the event of any bottle lost, stolen, damaged or destroyed.

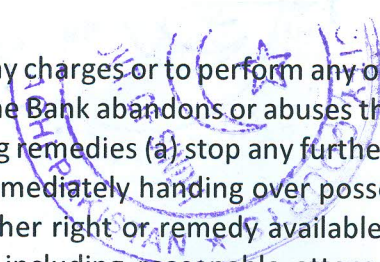
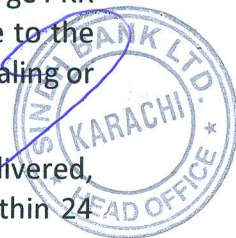
**7. LIABILITY FOR DAMAGE:**

- a) The Bank shall be fully responsible for any loss, damage or destruction of the bottles while in the Bank's possession as they remain the property of Supplier. Supplier- may charge PKR Supplier per bottle to the Bank and recover any additional cost in case of damage to the bottles due to negligence of the Bank's staff or personnel or in case of any loss, stealing or destruction etc. of bottles as established by proof thereof.
- b) The Bank will check all bottles at time of delivery and in case of leaked bottles delivered, the Bank in its sole right can refuse such delivery and will inform the Supplier within 24 hours from the time of delivery.

**8. DEFAULT:**

If the Bank fails to pay any charges or to perform any other obligation when due as provided in this Agreement or if the Bank abandons or abuses the bottles, then Supplier may exercise any or all of the following remedies (a) stop any further deliveries of bottled water (b) make a written request for immediately handing over possession of all bottles then held by the Bank (c) exercise any other right or remedy available under applicable law. The Bank will be liable for any costs including reasonable attorneys' fees, incurred by the Supplier- because of Bank's default

NESTLE PAKISTAN LTD.  
Plot No. 2317, Sector-15,  
Korangi Industries Area,  
Karachi-Pakistan



9. **AUDIT OF BOTTLES:**

- a) The Bank shall allow an inspection of their bottles by Nestle representative on any working day during the year upon being served with a 7 day notice in advance to carry out such inspection so that the Nestle representative can be facilitated.

10. **REMOVAL OF BOTTLES:**

Nestle has the right to remove or recover bottles from the Bank premises with prior notice on expiry or termination of this Agreement.

11. **TRANSFER:**

The Bank may not directly or indirectly transfer any of its right or obligation under this Agreement. The Bank will not allow any other person or entity to use the bottles for any purpose whatsoever. In case of change of address, suspension of delivery, the Bank will inform the Supplier-----.

12. **DISPENSERS:**

Nestle will be responsible for the repair and maintenance work of all water dispensers, placed at Bank premises on Bank's call. The reasonable charges which will be accrued for carrying out such repair and maintenance work will be raised in the form of an invoice on the Bank which will be paid by the Bank.

The provision of dispensers at the Bank's premises shall be subject to a different agreement signed between the Bank and Supplier.

13. **REPAIR & MAINTENANCE OF ELECTRIC COOLER:**

The Nestle will provide repair and maintenance of electric cooler facility to the Bank on pre agreed reasonable charges.

14. **AMENDMENTS**

No modification, alteration, change, waiver or termination of any provision contained in this Agreement or any future representation, promise or condition in connection with the subject matter hereof shall be binding unless made in writing and signed by both the Parties hereto.

15. **GOVERNING LAW**

The Agreement and all related documents or agreements shall be governed by the laws of the Islamic Republic of Pakistan

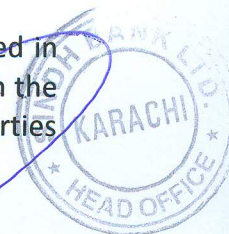
16. **HEADINGS**

In this Agreement, the headings of clauses are for convenience only and have no legal effect.

17. **ARBITRATION**

If any dispute between the Parties shall arise out of or in connection with this Agreement, the Parties shall use their best endeavour's to resolve the dispute amicably. If such dispute remains unresolved for thirty (30) days, the dispute in question shall be referred and finally resolved by arbitration in Pakistan in accordance with the Arbitration Act 1940..

NESTLE PAKISTAN LTD.  
Plot No. 3377, Sector-15,  
Korangi Industries Area,  
Karachi-Pakistan



### 23. CONFIDENTIALITY

Confidential Information. For the purposes of the Agreement, the term "Confidential Information" shall mean any information comes in possession of SUPPLIER and its personnel during normal course of business / Services shall be the property of the SNDB at all times and / or any of the SNDB's communications, whether in oral, written, graphic, magnetic, electronic, or other form, that is either conspicuously marked "confidential" or "proprietary," or is known to be confidential or proprietary, or is of a confidential or proprietary nature, and that is made in the course of discussions, studies, or other work undertaken shall be kept confidential by SUPPLIER.

SUPPLIER acknowledges that SNDB is under strict confidentiality obligations with regard to all the information and affairs of its Customers. Therefore, SUPPLIER shall not disclose any data, information or other affairs of SNDB's customers which may come to the knowledge of SUPPLIER in providing the above services. SUPPLIER undertakes to obtain from its employees involved in the Services written undertakings to maintain the confidentiality obligations of SUPPLIER under this Agreement.

In the event of breach of aforesaid clauses, SUPPLIER shall be liable to pay damages to the SNDB hereby indemnifies SNDB against any loss arising out of any breach of this clause by the SNDB.

This clause shall survive termination of the Agreement.

For the purpose of clarity, such information does not need confidentially if the same

Has been lawfully obtained by the SUPPLIER, free of any duty of confidentiality, other than directly or indirectly from disclosing party.

Was already in the TCS's possession other than as a result of a breach of this clause 7.

Is in the public domain other than as a result of a breach of this clause 7.

Is necessary disclosed pursuant to a statutory and legal obligation or the order of any court of competent jurisdiction or official body including SBP having authority to require disclose.

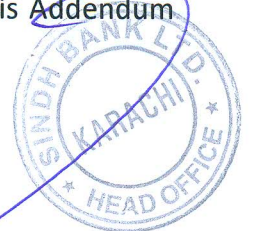
### 24. ENSURING ACCESS TO SBP

SUPPLIER and SNDB agree to provide to State Bank of Pakistan necessary access to the documentation and accounting records in relation to the Cash in Transit activities and right to conduct on-site to SUPPLIER, if required

### 25. LIABILITY

In case of loss, damage and / or delay after agreed time SUPPLIER shall pay the damages to the SNDB as mutually agreed. It is agreed between the parties hereto that no claim for loss of or damage shall be entertained till such time as all printing charges have been paid, in full, by the SNDB. The SNDB agrees not to deduct any amount from any payment to be made to SUPPLIER, against any bills raised and/or invoices issued by SUPPLIER, in respect of the printing and delivery of SNDB statements under this Agreement. This Addendum shall form an integral part of the Agreement.

NESTLE PAKISTAN LTD.  
Plot No. 307, Sector-15,  
Korangi Industrial Area,  
Karachi-Pakistan



**18. WAIVER**

Any waiver by either Party of any breach of any term of this Agreement shall not prevent the subsequent enforcement of that term nor shall it be deemed a waiver of any other subsequent breach.

**19. SEVERABILITY**

The illegality or non-validity of any paragraph, clause or provision contained in the Agreement shall not affect or invalidate the remainder of the Agreement..

**20. ENTIRE AGREEMENT**

This Agreement embodies the entire agreement between Supplier-----and the Bank relating to the subject matter hereof and supersedes all prior agreements and arrangements (whether written or oral) between the Parties. There are no promises, terms, conditions or obligations, whether oral or written expressed or implied other than those expressly provided in this Agreement or in subsequent variations agreed in writing by the Parties.

**21. NOTICES**

Any notice, request, instruction or other document to be given hereunder shall be delivered or sent by courier to the address of the Parties mentioned above or by facsimile at the telephone number of the other party set out herein below (or such other address or numbers as may be notified from time to time) in writing. Any such notice or other document shall be deemed to have been delivered at the time of delivery, if sent by courier and if sent by facsimile, upon successful transmission of the facsimile.

**22. COUNTERPARTS**

This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

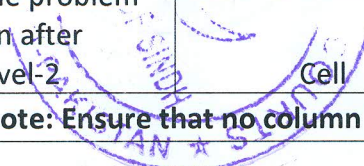
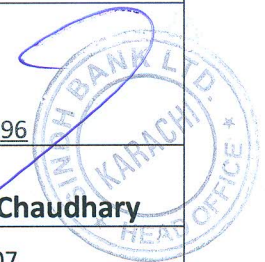
**Support Escalation Matrix:**

For timely addressing of complaints given support escalation matrix will be utilized/followed:-

<b>LEVEL-1</b>	Name/Designation (support staff)	Asim Siddiqui (CM)
First complain if the call is not resolved " <b>within specified response time</b> " (24 hours)	Landline Phone	021-5069807
	Email	<a href="mailto:Asim.aslam@nestle-waters.com.pk">Asim.aslam@nestle-waters.com.pk</a>
	Cell	<u>0321-8716310</u>
<b>LEVEL-2</b>	Name/Designation (Regional Head/Manager/GM)	<b>Nazish Khalid</b>
Second complain, if the call is attended within " <b>Specified Response Time</b> " and not attended / or the problem still unresolved even after complaining at Level-1 (48 hours)	Landline Phone	021-5069807
	Email	<a href="mailto:Nazish.khalid@pk.nestle.com">Nazish.khalid@pk.nestle.com</a>
	Cell	<u>0333-2300096</u>
<b>LEVEL-3</b>	Name/Designation (CEO of the firm)	<b>Muhammad Asad Chaudhary</b>
Third complain, if the call is attended within " <b>Specified Response Time</b> " and not attended /or the problem still unresolved even after complaining at Level-2	Landline Phone	021-5069807
	Email	<a href="mailto:Asad.chaudhary@pk.nestle.com">Asad.chaudhary@pk.nestle.com</a>
	Cell	<u>0300-9245656</u>

**Note: Ensure that no column above is left blank**

NESTLE WATER LTD.  
Plot No. 077,  
Korangi Industrial Area,  
Karachi-Pakistan



## Annexure A

### Description of Products and Unit Price

- 1) Nestle pure life 18.9 liter      PKR 175. (Per bottle)
- 2) Hot & Cold Water Dispenser      PKR 16000.each.
- 3) Bottle Security Deposit (Refundable)      PKR 500 (Per bottle)

Note:

Nestle will provide Nestle pure life 18.9 liter water to Sindh Bank Limited Karachi @ fixed discount from its retail price i.e Rs 45 per bottle which calculates as **(Retail Price - discount = offered price , 220- 45 = 175/- each.)**

- Above cost inclusive of Govt. Taxes (Taxes to be paid by bank on actual).



**26. INDEMNIFICATION.**

Supplier (the "Indemnifier") agrees that it shall indemnify, defend, and hold harmless the SNDB and its parent, subsidiaries, affiliates, successors, and assigns and their respective directors, officers, employees and agents (collectively, the "Indemnities") from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages and expenses (including, without limitation, reasonable attorneys', accountants' and experts' fees) arising out of or resulting from, in whole or in part: (i) any act, error or omission, whether intentional or unintentional, by the Indemnifier or its officers, directors, employees, or sub-administrators, related to or arising out of the business covered by this Agreement, or (ii) an actual or alleged breach by the Indemnifier of any of its representations, warranties or covenants contained in this Agreement (including, without limitation, any failure of Indemnifier to comply with applicable local, state, provincial or federal regulations concerning Indemnifier's performance under this Agreement).

This Article shall survive termination of this Agreement

In witnesses hereunder both the parties have set their hands on the day and year above first mentioned.

NESTLE PAKISTAN LTD.  
Plot No. 33/7, Sector-15,  
Korangi Industries Area,  
Karachi, Pakistan

Supplier Signature [Signature]

Witness: [Signature]

Name Dawood Rumi

Signature [Signature]

Designation NSM

Name MUHAMMAD ASAD CHAUDHARY

Company Name NESTLE PAKISTAN

Designation SDM

Address As per

Address As per

Stamp AGREEMENT

Stamp AGREEMENT

Customer Signature [Signature]

Signature [Signature]

Name LI. COLR SHAHZAD BEGA

Name M. SALES

Designation EVP/ HOA

Designation VP/ CHIEF ENGINEER

Company Name Sindh Bank Limited

Company Name Sindh Bank Limited

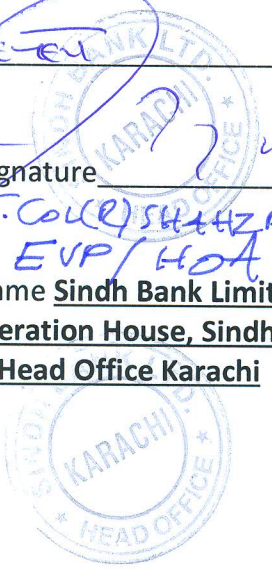
Address Federation House, Sindh Bank

Address Federation House, Sindh Bank

Ltd. Head Office Karachi

Ltd. Head Office, Karachi

Stamp



SNDB/COK/ADMIN/TD/891/2018

Dated: June 6, 2018

**OFFICE ORDER**

**SUBJECT: EXTENSION FOR BID VALIDITY PERIOD**

As per SPPRA Rule 38 (2), approval is solicited for further Ninety (90) days extension of "Bid Validity Period" for the tender Supply of Mineral Water to Head Office having SPPRA S.No: 36951. The reason for extension is due to delay from the bidder end in signing the agreement.

**Members Signature- Procurement Committee**

**Signature**

Lt. Col. (R) Shahzad Begg  
Head of Administration  
(Chairperson)



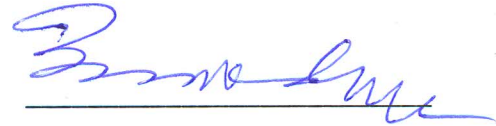
Mr. Saeed Jamal  
Chief Financial Officer  
(Member)

S. Saeed

Mr. Syed Muhammad Aqeel  
Chief Manager, IDBL Karachi  
(Member)



Mr. Asad Ali Shah  
Group Head- Sindh (Rural)  
(Co-opted Member)



**Recommended for Approval, please**

7/3/18



President/CEO

**From:** Aslam,Asim,Karachi,Nestle Waters Pakistan  
**Sent:** Monday, June 4, 2018 1:46 PM  
**To:** farhan.amir@sindhbankltd.com  
**Cc:** ather.iqbal@sindhbankltd.com ; Shahzad Begg  
**Subject:** RE: Bid Validity Supply of Mineral Water to Head Office

Dear Farhan,  
We agree with extension.  
Regards,

**ASIM SIDDIQUI**

| Territory Executive - NW | Nestle Waters | Karachi – Pakistan  
| Mobile +92 321 8716310

**From:** farhan.amir@sindhbankltd.com [mailto:farhan.amir@sindhbankltd.com]  
**Sent:** Friday, June 01, 2018 10:07 AM  
**To:** Aslam,Asim,Karachi,Nestle Waters Pakistan  
**Cc:** ather.iqbal@sindhbankltd.com; Shahzad Begg  
**Subject:** Bid Validity - Supply of Mineral Water to Head Office

Dear Mr. Asim Siddiqui,  
Please give consent to agree with extension of Bid Validity period.

Regards,  
Farhan A Siddiqui