

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 Ltd/Administration
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Scheduled Bank
- 3) TITLE OF CONTRACT Supply of Mineral Water (For Head office)
- 4) TENDER NUMBER SNDB/COK/ADMIN/TD/366/2013
- 5) BRIEF DESCRIPTION OF CONTRACT Supply of Mineral Water (For Head office)
- 6) FORUM THAT APPROVED THE SCHEME PROCUREMENT COMMITTEE
- 7) TENDER ESTIMATED VALUE Rs 150/- Per Bottle
- 8) ENGINEER'S ESTIMATE (For civil works only) --
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) one year
- 10) TENDER OPENED ON (DATE & TIME) 06-08-2013 at 1115 hours
- 11) NUMBER OF TENDER DOCUMENTS SOLD 01
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 01
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 01
- 14) BID EVALUATION REPORT (Enclose a copy) 15-8-2013
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER Nestle Pakistan Ltd, Plot 33/7 S-15 K.I.A. Khi
- 16) CONTRACT AWARD PRICE Rs 130/- per (18.9 litre) Bottle
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATION BID). Nestke 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:

PROCUREMENT COMMITTEE

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	SPPRA # Serial No 16919/2013
No	

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

Yes	
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 type="checkbox"/>	No	<input checked="" 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 type="checkbox"/>	No	<input checked="" 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	--

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

Yes	
No	--

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

Yes	
No	--

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

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

Yes	
No	--

39) Date of Award of Contract: _____

Signature & Official Stamp of
Authorized Officer _____



FOR OFFICE USE ONLY

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

3 SCOPE OF WORK / TECHNICAL SPECIFICATION

Sindh Bank Limited (SNDB) requires the supply of mineral water for Head Office SNDB staff for the year 2013-14.

- i) The approximate requirement is 400 bottles (19 liters each) per month. However the supply will be 15 bottles on daily basis.
- ii) 05 dispensers with cooling capacity will also be required to be placed at Head office.
- iii) Address for supply of mineral water.

Sindh Bank Limited, 3rd Floor Federation House, Abdullah Shah Ghazi Road Clifton Karachi.

Tender Collection Details for (Supply of Mineral Water) PAY ORDERS-2013

S.No	Representative Name	AMOUNT
1	Nestke Pakistan Limited	500
		500

Bid Evaluation Report

Supply of Mineral Water (For Head Office)


1	Name of Procuring Agency	Sindh Bank Ltd.
2	Tender Reference No.	SNDB/COK/ADMIN/TD/366/2013
3	Tender Description	Supply of Mineral Water (For Head Office)
4	Method of Procurement	Single Stage One Envelop Bidding Procedure
5	Tender Published & SPPRA S.No.	S.No:16919. Daily Express, Business Recorder & Daily Ibrat (18/07/2013)
6	Total Bid Documents Sold	01
7	Total Bids Received	01
8	Technical/Financial Bid Opening Date	06/08/2013
9	No. of bid qualified	01
10	Bid(s) Rejected	-

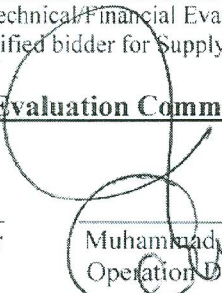
Details on the above as given below:


S. No.	Name of Bidder	Qualified / Disqualified	Financial Bid Offered	Remarks / Status
1	Nestle Pakistan Limited	Qualified	Mineral Water Bottle (18.9 Litre) = Rs. 130/- Cold Water Dispenser = Rs. 12,500/- Bottle Security Deposit Refundable = Rs. 500/-	Qualified Bidder

Accordingly going by the Technical/Financial Evaluation offered in the tender document, Nestle Pakistan Limited stands as only Qualified bidder for Supply of Mineral Water to Sindh Bank Limited (Head Office) for the Year 2013-14.

Members Signature- Evaluation Committee


Muhammad Imran Zubair
Admin Division


Muhammad Farooq
Operation Division


Dilshad Hussain Khan
Finance Division

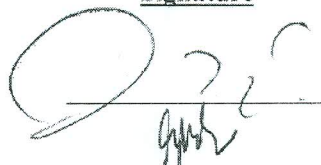
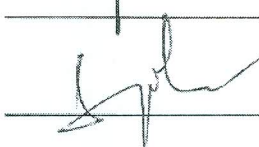
Members - Procurement Committee

1 Head of Administration Division

2 Chief Financial Officer

3 Chief Manager IDBL, Karachi

Signature

Evaluation Performa – Supply of Mineral Water

Name of Company: Nestle Pakistan

Date of Opening: 6/8/13

a. Following is mandatory or the company will be declared disqualified from the very outset.


- (1) If not certified from PSQCA.
- (2) Provision of report from Agha Khan University Hospital or any other reputed laboratory endorsing the presence of required ingredients/minerals in the purified water according to international standards.
- (3) GST registration.

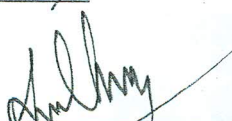
S. No	Descriptions	Total Points	Points Obtained	Remarks	(Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded)	Evidence attached as
1	ISO certification	30	30	If an all	Attach Certificate	Ann "A"
	a. 22000	15		If in two		
	b. 18001 c. 14001 for Quality, Environment, Health & Safety	8		If in one		
2	Certificate of PC bottle analysis	5	5	Yes	Attach Certificate	Ann "B"
3	Certificate of PC bottle caps standard	5	5	Yes	Attach Certificate	Ann "C"
4	Cumulative Turn Over in Last 3 Years	20	20	On an average of 6 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 liters/month to each company)	20		20 & above	Attach updated confirmation letter from each company	Ann "F"
		10		15 & above		
		4		10 & above		
Total Marks		100	80	Qualified / Disqualified		

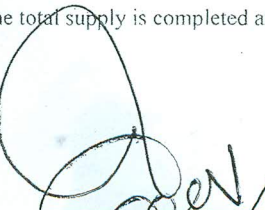
Note

- Attachment of relevant evidence in each above requisite is mandatory. In case of non-provision of evidence in any of the requisite, no marks will be awarded.
- Acquiring of 70% marks of the total score will make the Bidder qualify for participating into ultimate phase of Financial Bid opening.
- All supplies will be provided at Head Office Sindh Bank Limited.
- Items provided as specimen will remain with Sindh Bank Limited till the total supply is completed at Head Office.

Members Signatures- Evaluation Committee


 Muhammad Imran Zubair
 Administration Division


 Dilshad Hussain Khan
 Finance Division


 M. Farooq
 Operations Division

IN MEMORY OF SHAHEED MOHTARMA BENAZIR BHUTTO

SINDH BANK

POWER TO THE PEOPLE

SNDB/COK/ADMIN/TD/366/2013

November 22, 2013

M/S. Nestle Pakistan Ltd.

Plot # 33/7, K.I.A.

Karachi

Subject: Contract Award – Supply of Mineral Water

Dear Sir

The Management of Sindh Bank Limited is pleased to award the subject contract to M/S.

Nestle Pakistan Ltd.

Please acknowledge.

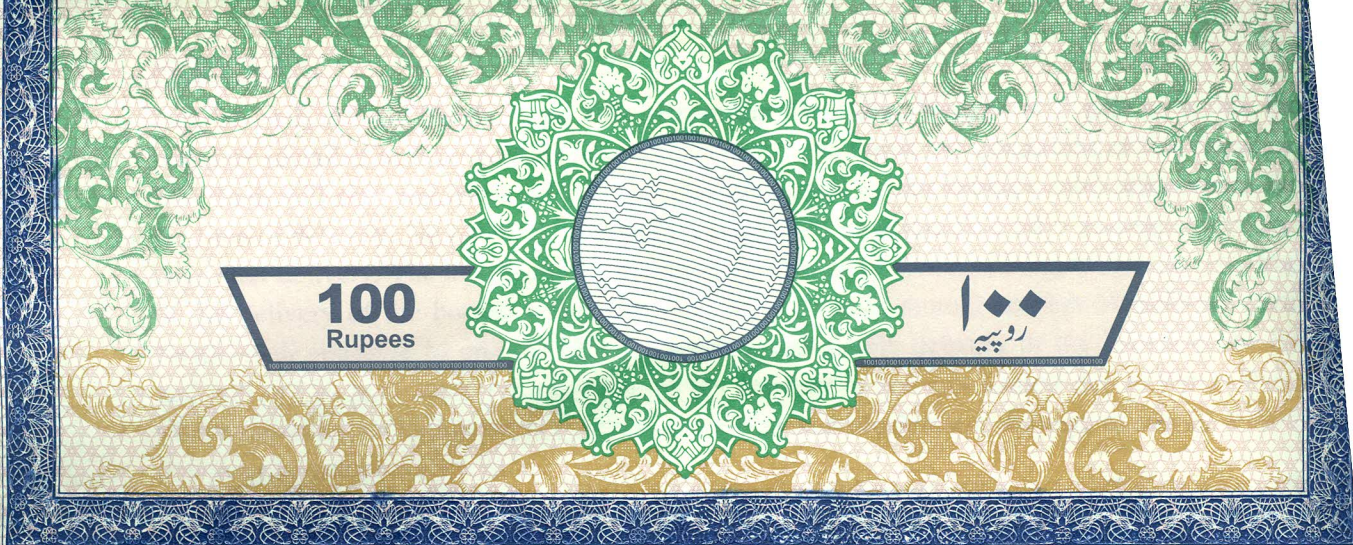
Sincerely,

For & behalf of Sindh Bank Limited,


Lt. Col. (R) Shahzad Begg


AEVP-Head of Administration Division

Revised
25/11/13



AZAM ALAM STAMP VENDER
Licence No.78 G-7 Spanish Homes
Phase-1 D.H.A Karachi

28 OCT 2013

S No. 4226A Date.....
Issued To With **Muhammad Yaqoob Advocate**
Through With Address..... **Leger No. 1459**
Purpose.....
Value Rs 100 Attached.....
Stamp Vender Signature..... 

AGREEMENT FOR SUPPLY
OF BOTTLED WATER

This agreement for Supply of Bottled Water ("Agreement") is made at Karachi on 22nd November 2013

BETWEEN

M/S Nestle Pakistan Ltd., a public listed company incorporated under the Companies Ordinance 1984 having its registered office at 308-Upper Mall, Lahore and its regional sales Office located at Plot # 33/7 Sector 15, KLA, Karachi, through its Country Business 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.

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

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 Nestle 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 (Premium Drinking Water) in 5 gallons 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. Nestle shall endeavor 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 22-11-2013 and unless terminated in accordance with the provisions contained herein shall expire on 21-11-2014. Upon expiry, this Agreement may be renewed with the mutual consent of the Parties.
- b) This Agreement may be terminated in accordance with the following;
- i. Either Party may terminate this Agreement by giving 30 (thirty) day prior written notice without assigning any reason.
 - ii. 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.
 - iii. 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 Nestle.
- 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.

3. **PRICING AND PAYMENT:**

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

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:



1. **SERVICES:**

Supplier will deliver **Nestle Pure Life (Premium Drinking Water)** in 5 gallons 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. Nestle shall endeavor 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.

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 - ii. 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.
 - iii. 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 Nestle.
- 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.

3. **PRICING AND PAYMENT:**

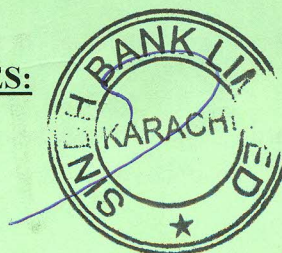
The Bank will pay all charges due and payable under this Agreement in accordance with Annexure A.

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:**

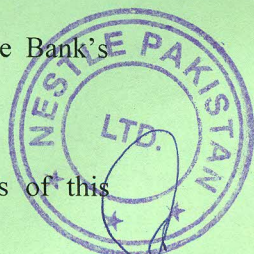
- a) Supplier represents and warrants that:



- 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. Nestle has disclosed in writing to the Bank all matters specifically relating to Nestle and its business which could affect the Nestle'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 Nestle's business, operations and properties have been fully paid up;
 - v. the Agreement constitutes a legal, valid and binding obligation of Nestle enforceable in accordance with its terms
 - vi. neither the execution of the Agreement nor the compliance by the Nestle 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 Nestle 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 Nestle 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 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 the Bank to perform its obligations under this Agreement

6. RESPONSIBILITIES:

- a) Nestle 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 Nestle 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.



7. THE USE OF NESTLE PURE LIFE BOTTLES:

All bottles are the property of **Nestle Pakistan Ltd.** These shall not be taken or handed over to any other bottlers of water other than **Nestle Pakistan Ltd** for filling purpose. The Bank will use the bottles only for Nestle Pure Life (Premium Drinking Water). The Bank will not reuse Nestle bottles 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 Nestle 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.

8. 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 Nestle. Nestle may charge PKR 500 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 Nestle within 24 hours from the time of delivery.

9. 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 Nestle 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 Nestle because of Bank's default.

10. AUDIT OF BOTTLES:

- a) The Bank shall allow an inspection of their bottles by Nestle's 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.

11. REMOVAL OF BOTTLES:

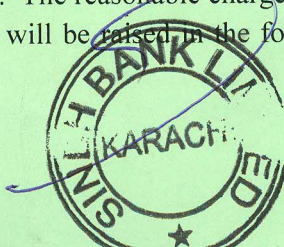
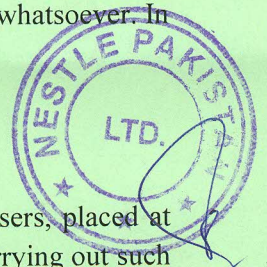
Nestle has the right to remove or recover bottles from the Bank premises with prior notice on expiry or termination of this Agreement.

12. 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 Nestle.

13. 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.



14. REPAIR & MAINTENANCE OF ELECTRIC COOLER:

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

15. 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.

16. GOVERNING LAW

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

17. HEADINGS

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

18. ARBITRATION

If any dispute between the Parties shall arise out of or in connection with this Agreement, the Parties shall use their best endeavors 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..

19. 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.

20. SEVERABILITY

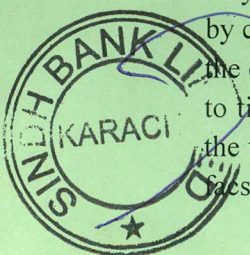
The illegality or non-validity of any paragraph, clause or provision contained in the Agreement shall not affect or invalidate the remainder of the Agreement..

21. ENTIRE AGREEMENT

This Agreement embodies the entire agreement between Nestle 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.

22. 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.



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

14. REPAIR & MAINTENANCE OF ELECTRIC COOLER:

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

15. 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.

16. GOVERNING LAW

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

17. HEADINGS

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

18. ARBITRATION

If any dispute between the Parties shall arise out of or in connection with this Agreement, the Parties shall use their best endeavors 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..

19. 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.

20. SEVERABILITY

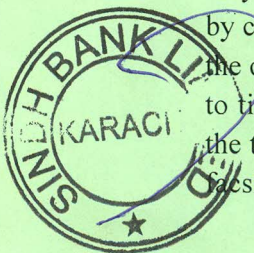
The illegality or non-validity of any paragraph, clause or provision contained in the Agreement shall not affect or invalidate the remainder of the Agreement..

21. ENTIRE AGREEMENT

This Agreement embodies the entire agreement between Nestle 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.

22. 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.



Notice to Sindh Bank Limited:

Registered Address: **Federation House building, ground floor, Clifton, Karachi.**

Contact Person Name: Mr. Imran Zubair

Contact Person Designation: Admin Manager

Contact Numbers(s): 03212608700

Fax Number(s): 021-35870543

Notices to the Nestle Pakistan Limited:

Registered Address: *Regional sales Office located at Plot # 33/7 Sector 15, KIA, Karachi,*

Contact Person Name: Hussain Naqi

Contact Person Designation: Sales & Distribution Manager

Contact Number(s): 021-35069807

Fax Number(s): _____

23. 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.



IN WITNESS WHEREOF, the Parties have hereunto set their hands and signed the Agreement on the date first hereinabove mentioned.

Zosar Dally

For & on behalf of

Nestle Pakistan Ltd

Through its authorized representatives

Name:

Son of: _____

C.N.I.C. No. _____

X *6/11* *ASAD*
AVM

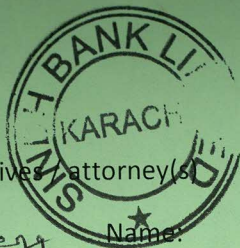
Sindh Bank Limited

Through its authorized representatives/attorney(s)

Name: Lt. Col(R) Shabzed Beggs

Son of:

C.N.I.C.



Name:

Son of:

C.N.I.C. No.



1.

2.

Imman Zubain

ASAD

Name: M. Imman Zubain

Name: ASAD AZI KHAN

C.N.I.C.No. 42101-1017577-3

C.N.I.C.No. 42201-0809053-1

Address: 3rd floor Federation house, Sindh Bank

Address: 1885 P.O. B Colony Karachi

ANNEXURE A:

Terms of Payment:

- Invoices against the supply of Drinking Water at the said premises shall be presented within the first week of the following month
- Sindh Bank will pay-off invoices within the agreed terms of payment. All payments shall be made in full without any kind of setoff or deduction.
- Security Deposit of Rs. 500/- shall be paid by the Bank against each Nestle Pure Life bottle



ANNEXURE B

Rates

5 gallon Bottle @ Rs. 130/-



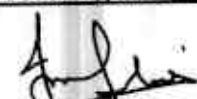
Bid Evaluation Report		
Supply of Mineral Water (For Head Office Only)		
1	Name of Procuring Agency	Sindh Bank Ltd.
2	Tender Reference No.	SNDB/COK/ADMIN/TD/366/2013
3	Tender Description	Supply of Mineral Water (For Head Office)
4	Method of Procurement	Single Stage One Envelop Bidding Procedure
5	Tender Published & SPPRA S.No.	S.No:16919. Daily Express, Business Recorder & Daily Ibrat (18/07/2013)
6	Total Bid Documents Sold	01
7	Total Bids Received	01
8	Technical/Financial Bid Opening Date	06/08/2013
10	No. of bid qualified	01
11	Bid(s) Rejected	-


Details on the above as given below:


S.No	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost (Rs150/- per 18.9 Litre)	Reasons for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1	M/s. Nestle Pakistan Limited	Mineral Water Bottle (18.9 Litre) = Rs. 130/- Cold Water Dispenser = Rs. 12,500/- Bottle Security Deposit Refundable = Rs. 500/-	Qualified Bidder	Rs.20/- below the estimated cost	Accepted as the bid is lower than the estimated cost	-

Accordingly going by the Technical/Financial Evaluation offered in the tender document, M/s. Nestle Pakistan Limited stands as only Qualified bidder for Supply of Mineral Water to Sindh Bank Limited Head Office for the Year 2013-14.

Members Signature- Evaluation Committee


 Muhammad Imran Zubair
 Admin Division


 Muhammad Farooq
 Operation Division


 Dilshad Hussain Khan
 Finance Division

Members - Procurement Committee

1 Lt. Col. (R) Shahzad Bagg
 Head of Administration Division

2 Latif Khawan
 Chief Financial Officer

3 Syed Muhammad Azeel
 Chief Manager IDBL, Karachi

Signature





SPPRA INWARD DIARY

NO: 5202

DATED: 22/10

22/10

DDE II



No. DD (Enf-II)M02(SB)/SPPRA/30-4/13-14/ 14 18
GOVERNMENT OF SINDH
SINDH PUBLIC PROCUREMENT REGULATORY
AUTHORITY

Karachi, Dated: September 30th 2013

The AEVP / Head of Administration,
Sindh Bank Limited,
Karachi

ABVP (Admin)
1/10

SUBJECT: NIT FOR SUPPLY OF MINERAL WATER, DATED 18.07.2013.

I am directed to refer to the Bid Evaluation Report of subject NIT received through mail dated 30.08.2013 and to state that the Authority would like to point out as under:

- (i) Rule-48 of SPP Rules 2010 is not complied.
- (ii) The Bid Evaluation Reports does not mention comparison with estimated cost.
- (iii) The names of Procurement Committee members are not mentioned.

2. It is, therefore, advised to please rectify above referred infirmities and send the revised Bid Evaluation Report (in original) on standard format duly completely filled signed by all members of Procurement Committee with justification may be provided to the Authority with regard to the compliance of Rule-48 of SPP Rules 2010, for taking further necessary action in the matter.

Naveed Rajput
(NAVEED RAJPUT)
DEPUTY DIRECTOR (ENF-II)

A copy is forwarded for information to the Chief Executive Officer, Sindh Bank Limited, Karachi.

15/08/2013


Bid Evaluation Report		
Supply of Mineral Water (For Head Office)		
1	Name of Procuring Agency	Sindh Bank Ltd.
2	Tender Reference No.	SNDB/COK/ADMIN/TD/366/2013
3	Tender Description	Supply of Mineral Water (For Head Office)
4	Method of Procurement	Single Stage One Envelop Bidding Procedure
5	Tender Published & SPPRA S.No.	S.No:16919. Daily Express, Business Recorder & Daily Ibrat (18/07/2013)
6	Total Bid Documents Sold	01
7	Total Bids Received	01
8	Technical/Financial Bid Opening Date	06/08/2013
9	No. of bid qualified	01
10	Bid(s) Rejected	-

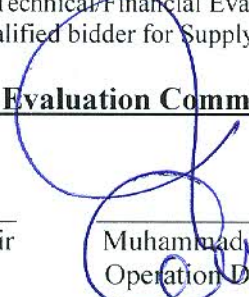
Details on the above as given below:


S. No.	Name of Bidder	Qualified / Disqualified	Financial Bid Offered	Remarks / Status
1	Nestle Pakistan Limited	Qualified	Mineral Water Bottle (18.9 Litre) = Rs. 130/- Cold Water Dispenser = Rs. 12,500/- Bottle Security Deposit Refundable = Rs. 500/-	Qualified Bidder

Accordingly going by the Technical/Financial Evaluation offered in the tender document, Nestle Pakistan Limited stands as only Qualified bidder for Supply of Mineral Water to Sindh Bank Limited (Head Office) for the Year 2013-14.

Members Signature- Evaluation Committee


Muhammad Imran Zubair
Admin Division


Muhammad Farooq
Operation Division


Dilshad Hussain Khan
Finance Division

Members - Procurement Committee

Signature

1 Head of Administration Division

2 Chief Financial Officer

3 Chief Manager IDBL, Karachi

