

PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – I

To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services and Goods Worth Fifty
Million or More

- NAME OF THE ORGANIZATION/DEPTT: **Zarai Taraqati Bank Limited**
- FEDERAL / PROVINCIAL GOVT: **Federal**
- TITLE OF CONTRACT: **Procurement of Desktop Computers**
- TENDER NUMBER: **ZTBL-08-2019**
- BRIEF DESCRIPTION OF CONTRACT: **In order to upgrade the ICT infrastructure of the Bank to meet future requirements.**
- TENDER VALUE: **61.705 million**
- ENGINEER'S ESTIMATE: **N/A**
(for civil Works only)
- ESTIMATED COMPLETION PERIOD: **6 to 8 weeks**
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? **Yes / No**
- ADVERTISEMENT :
 - (i) PPRA Website: **Date: 16.09.2019, PPRA'S Reference No: TS399956E**
(Federal Agencies) (If yes give date and PPRA's tender number) **Yes/ No**
 - (ii) News Papers: **Newspapers: The News & Jang, Dated: 14.09.2019**
(If yes give names of newspapers and dates) **Yes/ No**
- TENDER OPENED ON (DATE & TIME): **02.10.2019 at 11:00 AM**
- NATURE OF PURCHASE: **Local / International**
- EXTENSION IN DUE DATE (If any): **Yes / No**

- NUMBER OF TENDER DOCUMENTS SOLD: **Eight (Annexure-A)**
- WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS: **Yes / No**
(If yes enclose a copy).
- WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS: **Yes / No**
(If yes enclose a copy).
- WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)
 - a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____
 - 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 WITH BRIEF REASONS (i.e EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.)
- WHO IS THE APPROVING AUTHORITY: **Mr. Shahbaz Jameel**
- WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING: **N/A**
- NUMBER OF BIDS RECEIVED: **03**
- WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER: **Yes / No**
- WHETHER INTEGRITY PACT WAS SIGNED: **Yes / No**

PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – II

To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services & Goods Worth Fifty
Million Rupees or More

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS: **03**

- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER:
M/s Megaplus Pakistan, 1015, Street No. # 44, E-11/3, Islamabad.
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATED BID): **1st Lowest Evaluated Bidder**

- NEED ANALYSIS (Why the procurement was necessary?): **The old PC's were procured with Windows XP, With the passage of time, new software applications are introduced that are not compatible with Windows XP. Due to low specifications, new OS versions cannot be installed on these computers. Hence, need replacement.**

- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe): **N/A**

- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS: **✓Yes / No**

- DATE OF CONTRACT SIGNING: **06.02.2020**
(Attach a copy of agreement)

- CONTRACT AWARD PRICE: **Rs. 61,705,000**

- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS: **✓Yes / No**
(Attach copy of the bid evaluation report)

- ANY COMPLAINTS RECEIVED: **Yes / ✓No**
(If yes result thereof)

- ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS: **Yes / ✓No**
(If yes give details)

- DEVIATION FROM QUALIFICATION CRITERIA: **Yes / ✓No**
(If yes give details)

- SPECIAL CONDITIONS, IF Any:
Nil

Annexure-A

Sr. No.	Bidder Name
01	M/s Megaplus
02	M/s Jaffer Business Systems (Pvt.) Ltd.
03	M/s 3SC
04	M/s Faiz Scientific Company
05	M/s M/s CMC
06	M/s DWP
07	M/s Shahnawaz (Pvt.) Ltd.
08	M/s Premier Systems

ZARAI TARAQIATI BANK LIMITED



BID DOCUMENT **TENDER NO. ZTBL-8-2019**

PROCUREMENT OF DESKTOP COMPUTERS

INFORMATION SYSTEMS DIVISION
IT-PROCUREMENT FACILITATION & ASSETS MANAGEMENT DEPARTMENT
ZARAI TARAQIATI BANK LIMITED, HEAD OFFICE
1-FAISAL AVENUE, ZERO POINT ISLAMABAD

INDEX

S. No.	LIST OF CONTENTS	PAGE NUMBER
1	Invitation to bid	3
2	Instructions to bidders	3
3	Procurement Procedure	3
4	Form of Procurement Contract	4
5	Bid Submission	4
6	Scope of Work	7
7	List of Goods & Bill of Quantities	7
8	Technical Specifications	7
9	Delivery Time & Completion Schedule	8
10	Bidder's Qualification Criteria	8
11	Bid Evaluation Criteria	8
12	Award of Contract	8
13	Rejection of Bid	9
14	Securities	9
15	General Conditions of Contract	10
16	Special Conditions of Contract	13
17	Annexure	Annexure No
	Bidder Qualification Criteria Form	A
	Performance Security Form	B
	Standard Procurement Contract	C
	Technical Specifications Compliance Matrix	D
	Price Schedule	E

INFORMATION SYSTEMS DIVISION
IT-PROCUREMENT & ASSETS MANAGEMENT DEPARTMENT

INTRODUCTION

Zarai Taraqiati Bank Limited (ZTBL) is a premier financial institution geared towards the development of agriculture sector through provision of financial services and knowledge based technical assistance since 1952. Through an ordinance of 2002, ZTBL has been re-constituted and incorporated as a public limited company solely owned and operated by the Government of Pakistan.

Section	Clause	SECTION
1		INVITATION TO BID
		<p>ZTBL has invited bids from Active Tax Payer vendors authorized by Principal/Manufacturers' / authorized partners, registered with Income Tax and Sales Tax Authorities through advertisements appeared on ZTBL Official Website, PPRA website and newspapers to submit their offers for procurement of goods mentioned in Sections 7 & 8 of this Bid Document.</p> <p>It is advised to carefully study this document and prepare your bid strictly in compliance to all terms & conditions mentioned in this document.</p> <p>Please ensure that your representative has registered for participation at the time of obtaining this Bid Document.</p>

2		INSTRUCTIONS TO BIDDERS
	2.1	Bidder must completely comply with all conditions of Bidder Qualification Criteria defined in the Section 10 of this Document. Noncompliance to any of requirement defined in Bidder Qualification Criteria shall result to rejection of the bid and shall not be considered for evaluation.
	2.2	It is mandatory for all participating bidders to complete the Bidder Qualification Criteria Form available in this document at Annexure "A" .
	2.3	Bidder must submit the bid as defined in CLAUSE 5 of this document.
	2.4	Bids may be submitted up to the date and time defined in CLAUSE5.3
	2.5	A bid must be secured with the Bid Security as defined in Section 14 .
	2.6	Successful bidder shall be required to submit Performance Security as defined in CLAUSE(14.2) . Performance security needs to be submitted within seven (7) days upon issuance of Letter of Intent. The time may be extended by the Procuring Agency.
	2.7	All Sections, including annexure of this Bidding Document are fully enforced during and after the bidding procedure.
	2.8	Negotiations
		There shall be no negotiations with the bidder having submitted the lowest evaluated bid or with any other Bidder.
	2.9	Joint Venture, sub-contracting and subletting by the bidder is not allowed. If any such activity is revealed at any stage, Purchase Order/Procurement Contract may be cancelled and Bid Security/Performance Security shall be forfeited by the procuring agency.
3		PROCUREMENT PROCEDURE
		Open Competitive Bidding. Single stage - two envelope procedure as defined in PPRA Rule 2004, Clause 36 (b) will be used for this procurement.

4		FORM OF PROCUREMENT CONTRACT
	4.1.	<p>Successful bidder shall be required to sign the Procurement Contract with ZTBL. General Conditions and Special Conditions of Contract are available in the Document at Section 15 and 16 respectively.</p> <p>The Contract need to be signed within 7 days of issuance of Letter of Intent. The signing period may be extended by the Bank at its sole discretion.</p>

5	5.1	BID SUBMISSION
	5.1.1	<p>The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;</p> <p>The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;</p> <p>Bidder shall submit a copy of the Bid sealed in same manner.</p> <p>Bidder Qualification Criteria Form and Earnest money shall be enclosed with the technical proposal.</p>
	5.1.2	Bids may be submitted to the address of contact person provided at clause 5.5.1.
	5.1.3	In an event of any discrepancy between Original Bid and Copy of the Bid, the original shall prevail.
	5.1.4	Any interlineations, erasure, overwriting shall be valid only if they are initialed by the person or persons signing the bid.
	5.1.5	No bid shall be withdrawn after submission of the bid and bid validity specified by the bidder on the Bid form. Such withdrawal of bid during this interval may result in forfeiture of Bidder’s bid security.
	5.2	BID PRICES:
	5.2.1	The Bidder shall indicate the unit price of the good/services it proposes to supply under the Contract.
	5.2.2	<p>Price mentioned in bid must be Delivered Duty Paid (DDP) prices (on designated sites) and shall be in Pak Rupees inclusive of all prevailing taxes/ warranty applicable taxes/GST etc.</p> <p>In case bidder fails to mention GST amount separately, their quoted costs shall be treated as Price inclusive of GST. Price and GST shall be segregated by the procuring agency on FBR tax rates.</p>
	5.2.3	Prices quoted by the Bidder must be fixed and applicable during the Bidder’s performance of the contract and not subject to variation on any account. A bid submitted with adjustable price will be treated as non-responsive and will be rejected.
	5.2.4	Bid Prices shall be valid for 180 days.
	5.2.5	Financial proposals of bidders quoting partial quantity shall be rejected.
	5.2.6	Prices shall be submitted on the form placed in this document at ANNEXURE “E”
	5.2.7	Alternate bidding is not allowed and shall be liable to rejection of bid.
	5.3	BID SUBMISSION DEADLINE DATE AND TIME
	5.3.1.	All participating bidders must submit their bids up to 10:30 AM on or before 02.10.2019.
	5.3.2	Bidders submitting the bid through post/courier service must ensure that their bid is delivered to ZTBL well in time before deadline.
	5.3.3	Bids received after the deadline shall not be accepted and returned unopened.
	5.4	OPENING OF BID
	5.4.1	Bids shall be opened after 30 minutes of expiry of Bid Submission deadline mentioned at CLAUSE 5.3.1

	5.4.2	Bids shall be opened publicly in presence of representatives of bidders who wish to be present on the occasion. Bidders representatives present during bid opening shall sign Attendance Sheet and Bid Opening Record Form.
	5.4.3	Bidder name, bid price, discount, if any, and presence or absence of requisite Earnest Money and such other details considered appropriate, will be announced at opening of bids except for late bids, which shall be returned unopened to the bidder.
	5.4.4	In case of arithmetical errors between unit price and total price, obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If the bidder does not accept the correction, his/her bid will be rejected.
	5.4.5	ZTBL may waive any minor informality, non-conformity or irregularity in bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
	5.4.6	ZTBL will determine whether each bid is substantially responsive to the bidding documents. A substantially responsive bid is one which conforms to all terms & conditions, technical specifications of bidding documents without any deviation.
	5.4.7	If the bid is not substantially responsive it will be rejected and may not subsequently be made responsive by the bidder by correction of nonconformity.
	5.5	Contacting ZTBL
	5.5.1	Primary Contact Address Executive Vice President, IT-Procurement Facilitation & Assets Management Department, Information Systems Division, ZaraiTaraqiati Bank Limited Head Office, Islamabad Email: arshad.awan@ztbl.com.pk Phone No. 051-20022273 <u>Alternate contact address:</u> Vice President, IT-Procurement Facilitation & Assets Management Department, Information Systems Division, ZaraiTaraqiati Bank Limited Head Office, Islamabad Email: mukhtar.kango@ztbl.com.pk Phone No. 051-2002329 All communications are required to be sent to both primary and alternate contact addresses.
	5.5.2	The Bidder is not allowed to contact any employee of the Bank, Committee(s), consultants or associates except otherwise advised by the Contact Person.
	5.5.3	No bidder shall contact ZTBL on any matter relating to the bid, from the time of bid opening to the time the contract is awarded. If the Bidder wishes to bring new information to the notice of the bank, it shall do so in writing.
	5.5.4	Any effort by the bidder to influence ZTBL in its decision on bid evaluation, bid comparison or contract award may result in rejection of bidder's bid.
	5.6	CLARIFICATIONS & QUERIES
	5.6.1	The Bidder requiring clarifications regarding ZTBL Bid Document may submit their request in writing (email or letter) within three days of advertisement of "Invitation to Bid" on address/email address mentioned at Clause 5.5.1 above.

	5.6.2	<p>No bidder shall be allowed to alter or modify his bid after the bids have been opened. However the procuring agency may seek and accept clarifications to the bid that do not change the substance of the bid.</p> <p>Any request for clarification in the bid, made by the procuring agency shall invariably be in writing. The response to such request shall also be in writing.</p>
--	-------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	5.7	Definitions	
		ZTBL:	ZaraiTaraqati Bank Limited
		Bidder:	Any Individual/ Firm/ Corporation/ Private Ltd or any legal entity allowed by law of the land to participate in trade/commercial activity in geographical area of Pakistan and registered with relevant authority for the same.
		Procuring Agency:	ZaraiTaraqati Bank Limited
		Successful bidder:	A bidder whose bid is found technically compliant and financially lowest and issued Letter of Intent.
		Supplier:	Successful bidder who has signed Purchase Contract with ZTBL.
		Bid:	The set of documents including Bidders' Profile, Financial and Technical Proposals along with supporting documents & enclosures submitted by the participating bidder.
		Bid Document:	"This Document issued by the ZTBL to provide sufficient information to bidders to participate in procurement process"
		Procurement Contract:	"A Contract to be executed between ZTBL and the Successful Bidder upon issuance of Letter of Intent by ZTBL and acceptance of the same by the Successful Bidder".
		Letter of Intent:	A letter issued by the ZTBL, therein informing the Successful Bidder that their Bid has been selected as lowest evaluated bid and invite them to sign Purchase Contract"
		Invitation Letter:	A letter issued by ZTBL to invite the Qualified and Technically Compliant Bidders to participate in financial opening or second stage of procurement procedure which ever applicable.
		Goods:	Means all goods/ equipment/ services/ support /software/ IT-Hardware, Trainings etc. mentioned in Sections 7&8 of this document.
		Alternate Bidding	Bidder submitting more than one bid or submitting more than one option against any item shall be treated as Alternate Bidding.

5.8		Payment Terms						
	5.8.1	Payment shall be made to the supplier against submission of delivery documents i.e. Delivery Challan, Sales Tax Invoice. Bill of Entry & Proof of Payment of Duties and Taxes at the time of Import (in case direct importer).						
	5.8.2	ZTBL shall release 100% payment in shape of Pay Order/Demand Draft after 30 days of receipt of delivery documents subject to satisfactory performance report submitted by the designated ZTBL staff.						
	5.8.3	Payment shall be made according to actual quantities ordered by the Procuring Agency.						
6		Scope of Work						
	6.1	Successful bidder is required to supply and install IT equipment at ZTBL designated sites (ZTBL BRANCHES) without any additional cost.						
	6.2	Successful bidder shall provide on-site comprehensive warranty (including parts and labour) at installation sites as per Special Terms & Conditions of this bid document as per terms & conditions of Procurement Contract mentioned at Section 17 of this document.						
7		List of Goods & Bill of Quantities						
	7.1	<table border="1"> <thead> <tr> <th>S.N.</th> <th>Item</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Desktop Computers</td> <td>625</td> </tr> </tbody> </table>	S.N.	Item	Quantity	1	Desktop Computers	625
S.N.	Item	Quantity						
1	Desktop Computers	625						
	7.2	Bidder must mention Make & Model of quoted brand in their Technical Proposal as per above bill of quantity.						
	7.3	The Bank reserves the right to increase or decrease the quantities by 15%.						

8	Technical Specifications
----------	---------------------------------

Desktop Computers

S.N	Item	ZTBL Specifications
1	Processor	Intel Core i3 9 th Generation (6MBCache/ 4cores 3.7 GHz or above)
2	Chipset	Intel H370/B360 Or Equivalent
3	RAM	8GB (1x8GB) DDR4
4	Graphics	Intel HD Graphics 630
5	Hard Drive	500 GB SATA 7200 RPM
6	Display	18.5" or higher LED with mounting kit (Same brand as of Desktop)
7	I/O Ports	Micro: 6 External USB, 1 HDMI, 1 RJ-45, 1 Universal Audio Jack, 1 line-out, 1 Display Port
8	Operating System	Windows 10 Professional 64 bit (Factory Installed) with Win10 Pro 64 OS DVD & Win10 Drivers DVD
9	Keyboard & Mouse	Factory Provided, Same Brand
10	Warranty	3 Years Comprehensive Warranty at site
11	Preventive Maintenance	Two half yearly preventive maintenance required per annum
12	BIOS Customization	ZTBL LOGO in BIOS (LOGO will be provided by Bank)
13	Form Factor	Mini/Micro/Tiny Dimensions ((H x W x D) (8" x 2" x 8") or less

Disclaimer:

The Bank has made best efforts to ensure all specifications are generic in nature. Any brand or proprietary trademarks (if any) mentioned in the document are used to describe the functions and performance of IT equipment. Bidder may quote the equivalent or better products having same functionalities and performance in their proposal. Moreover, the supplied/quoted equipment should not be EOL/EOS by the principle for the period of three years.

9		Delivery Time & Completion Schedule
		Delivery Documents
	9.1	The supplier shall provide sales tax invoice showing goods' description (in accordance with bids form), quantity unit price, taxes (separately) and total amount of the goods along with warranty certificate of their principals. Sales Tax Registration Number must be mentioned on Sales Tax Invoice. Delivery Challan that must contain goods description, specifications, product serial numbers and delivery date. Bill of Entry & Proof of Payment of Duties and Taxes at the time of Import shall be provided along with invoice and delivery challan.
	9.1.1	At the time of delivery of goods, supplier shall take acknowledge of receipt of goods on Delivery Challan/ Delivery Note and provide original document, duly signed & stamped by the ZTBL designated person, along with the invoice. at their own cost and provide copy of delivery Challan duly signed by ZTBL Staff.
	9.2	Delivery Schedule
		Delivery of goods shall be completed within 6-8 weeks after issuance of Purchase Order. Further the contract shall be deemed to be successfully completed upon vigilant rendering of maintenance as per Special Conditions of Contract.
	9.2.1	Bidder is required to deliver the equipment at ZTBL designated sites (ZTBL Branches) at their own cost and provide copy of delivery Challan duly signed by ZTBL Staff.
	9.2.2	Successful bidder is required to deliver unused, brand new and originally sealed equipment against the purchase order.
	9.3	Late Delivery
		In case supplier fails to timely deliver goods/services, a penalty equivalent to 0.5% per day value of Purchase Order may be deducted from the Performance Security submitted by the supplier for delayed days.

10		Bidder Qualification Criteria
		Bidder complying with all conditions mentioned in the Bidder Qualification Criteria Form (Annexure-A) shall be selected for technical and financial evaluation. Bidder(s) not fulfilling any condition of Bidder Qualification Criteria shall be disqualified and their bids shall be declared non responsive and shall not be considered for technical & financial evaluation.
11		BID EVALUATION CRITERIA
	11.1	Technical Evaluation Criteria
		Compliance of all technical specifications mentioned in this document in Sections 8 is mandatory. Technical Evaluation shall be done on compliant/non-compliant basis (without scoring or weightage). Below specification or partially compliant proposals shall be declared as Non-Compliant and rejected. Bidder is required to provide technical facts sheet
	11.2	Financial Evaluation Criteria
		Technically Compliant Bidders shall be considered for Financial Evaluation. Responsive" bidders on basis of Total Quoted Cost (inclusive of all applicable taxes and discount, If any), shall be assigned ranking in ascending order i.e. bidder offering lowest evaluated price shall be placed at Top and be called as "Lowest Evaluated Bidder".
12		AWARD OF CONTRACT
	12.1	The bidder with the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Federal Government, shall be awarded the procurement contract, within the original or extended period of bid validity.

	12.2	Prior to expiration of period of bid validity, ZTBL will notify the successful Bidder in writing by Letter of Intent that their bid has been accepted and invite to sign the Procurement Contract. Successful bidder through Acceptance Letter will confirm that they are ready to deliver the equipment as per decided terms & conditions and agree to sign the Procurement Contract.
	12.3	Successful Bidder shall sign the contract on non-judicial stamp paper and submit it within seven days of receipt of the contract form to the ZTBL. Date of signing of Contract may be extended by Procuring Agency on sole discretion.
	12.4	ZTBL reserves the right to increase or decrease, the quantity of equipment maximum by 15% at the time of issuance of Purchase Order.
	12.5	In case two or more bidder quoted the same rates, the bidder with better past experience or better quoted model shall be awarded the procurement contract.

13		REJECTION OF BID
	13.1	The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring agency shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds.
	13.2	The procuring agency shall incur no liability, solely by virtue of its invoking sub clause (13.1) towards supplies or contractors who have submitted bids or proposals.
	13.3	Notice of the rejection of all bids or proposal shall be given promptly to all suppliers or contractors that submitted bids or proposals.
	13.4	Bids not conforming with Bid Documents Terms & Conditions shall be rejected
	13.5	Alternate bidding is not allowed and such bids shall be rejected.
14		SECURITIES
	14.1	Bid Security
	14.1.1	Bid Security equivalent to 3% value of total bid price shall be submitted in shape of PO/DD/CDR that must be attached with financial proposal however omitted amount copy of bid security must be submitted with technical proposals. Bid Security shall be issued in the favour of “Zarai Taraqati Bank Limited”
	14.1.2	Bid security must be valid for the period of 180 days.
	14.1.3	Bid Security will be returned to unsuccessful bidders upon announcement of Bid Evaluation Result.
	14.1.4	Bid Security of successful bidders shall be returned upon submission of Performance Security.
	14.1.5	Procuring agency may encash the Bid Security on the event of extension in Bid Period Validity OR late submission of Performance Security by successful bidder. Anyhow, in normal circumstances, when required, Procuring Agency shall return the equal amount through its own suitable instruments (PO/DD etc.)
	14.2	Performance Security
	14.2.1	Performance Security shall be equivalent to 10% value of total Bid Cost.
	14.2.2	Performance Security shall be in shape of Bank Guarantee, issued by a scheduled Bank established in Pakistan.
	14.2.3	Performance Security Form available in this document at Annexure “B” shall be used.
	14.2.4	Performance Security shall be valid for the period equal to warranty period plus six months. Warranty period shall start from date of completion of delivery of goods.
	14.2.5	In case where Contract is renewed or Contract period is extended, supplier shall submit new Performance Security before expiry of previously submitted performance security. Validity of new performance security shall be equal to extension/renewal period Plus six months.

	14.2.5	After delivery, completion of work/acceptance of goods, coverage of warranty period, and satisfactory performance, and the performance security shall be returned to the successful bidder.
	14.3	Security Forfeiture
	14.3.1	<p><u>Performance Security</u></p> <p>During warranty period, if at any stage it is found that equipment supplied is below specification, altered, refurbished or second hand, the Bank reserves the right to forfeit an amount equivalent to invoice cost of the equipment from Performance Guarantee.</p> <p>Performance security may also be forfeited if breach in Contract terms & condition(s) is committed by the successful bidder.</p> <p>In case supplier fails to timely deliver goods/services, a penalty equivalent to 0.5% per day of the value of Purchase Order may be deducted from the Performance Security submitted by the supplier per day basis.</p> <p>In case of conflict between both parties and a friendly settlement is not possible, the customer reserves the right to immediately cancel this contract and call the vendor's bank for encashment of 10% performance guarantee.</p>
	14.3.2	<p><u>Bid Security</u></p> <p>Bid security may be forfeited: If the bidder withdraws his bid during the period of its validity.</p> <p>In case of successful bidder fails to sign the contract and its pre-requisite such as submission of acceptance letter in response to the letter of Intent issued by the ZTBL.</p>
15		GENERAL CONDITIONS OF CONTRACT
	15.1	<p>The Procurement Contract shall be deemed to form and be read and construed as part of this Contract, viz.:</p> <ol style="list-style-type: none"> a. the Letter of Intent to the Supplier for Award of Contract; b. the Acceptance Letter submitted by the Supplier c. the Bid Submission Sheet, the Price Schedules submitted by the Supplier. d. the Technical Specification submitted by the Supplier in their bid e. the communication by the supplier through email or letter wherein the supplier has agreed to any purchaser's demand or condition which was not mentioned or partially mentioned in the supplier's bid f. This Bidding Document
	15.2	<p>This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency or lack of clarity within the Contract documents, then the Bid Document shall prevail over all document followed by bid response.</p> <p>In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Contract, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.</p>
	15.3	<p>The Purchaser hereby covenants to pay the supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, 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.</p>

	15.4	<p><u>Declaration of fees, commissions and brokerage etc, payable by the suppliers of goods, services and works.</u></p> <p>Supplier hereby declares that it has not been obtained or included the procurement of any contract, right, interest, privilege of other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by ZTBL through any corrupt business practice.</p> <p>Without limiting the generality of the foregoing Supplier represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the Procurement of a contract, right, interest, privilege or other obligation or benefit in what so ever form from ZTBL, except that which has been expressly declared pursuant here to.</p> <p>Supplier certifies that it has made and will make full disclosure of all contracts/agreements and arrangements with all persons in respect of or related to the transaction with ZTBL and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.</p>
	15.5	<p>Supplier accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest privilege or other obligation or benefits obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to ZTBL under the law, contract or other instrument, be void able at the option of ZTBL.</p> <p>Notwithstanding any rights and remedies exercised by ZTBL in this regard, Supplier agrees to indemnify ZTBL for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to ZTBL in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Supplier as aforesaid for the purpose of obtaining or inducting the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from ZTBL.</p>
	15.6	<p>Force Majeure:</p> <p>Force Majeure shall mean to include (i) any act of God or act of nature, fire, flood, storm, explosion, sabotage, riot, act of war whether declared or not, requirement or restriction of governmental authorities, inability or delay in the grant of governmental or other approvals, consents, permits, licenses or authorities or any other like event; (ii) any strike, lockout, work stoppage or other industrial dispute of any kind; or (iii) any act or omissions of a third party which affects the provisions of the Services, including a failure to provide goods and services or access to premises; or (iv) any other similar circumstances beyond the control of the affected Party.</p> <p>Neither Party shall be held liable for failure in performing any of its obligations under this Agreement if such failure is caused by or arises as a result of an event of Force Majeure including, but not limited to, explosion, earthquake, lightning, fire, flood, governmental orders, war, civil disturbances or any other causes beyond the - control of any Party whether or not similar to the foregoing.</p> <p>In the event that the Supplier or the Purchaser is delayed in performing any of their respective obligations under the contract, and such delay is caused by Force epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused, and the period of such delay may be added to the time of performance of the obligation delayed. The Service Provider shall promptly notify the bank in writing of such conditions and the cause thereof.</p>

	15.7	<p>DISPUTE RESOLUTION AND ARBITRATION</p> <p>All disputes, controversies or differences which may arise between the Supplier and the Purchaser out of or in relation to or in connection with this Contract, shall be settled amicably. If it is not possible to settle the matter amicably, the dispute, controversies or differences shall be finally settled by arbitration in accordance with the provisions of Arbitration Act, 1940 with the consent of both parties. An arbitrator shall be mutually appointed by the both parties having sufficient knowledge of law for dispute resolution. In case the parties do not agree on such mutual appointment, the aggrieved party can move the competent judicial forum within the territorial Jurisdiction of Pakistan under the law of Pakistan and place for dispute resolution will be at Islamabad.</p> <p>In case a friendly settlement fails, the Purchaser reserves the right to immediately cancel this agreement and call the Vendor's bank for encashment of 10% performance Guarantee.</p>
	15.8	<p>Contravention and Termination of Contract:</p> <p>In case supplier contravenes any of the provision of this Contract or is not duly fulfilling its obligations, it shall serve a written notice for rectification of contravention or fulfillment of obligation, as the case may be, and it shall be mandatory obligation supplier to rectify the contravention or fulfill the obligation within 30 days of notice.</p> <p>In case the supplier, which contravenes any of provisions of this Contract or is not fulfilling its obligation under this Contract does not rectify the contravention or fulfill its obligation within 30 days of date of receipt of the notice, the other party shall serve another / second notice, impressing upon the defaulting party that, in case rectification of contravention is not made good or obligation is not fulfilled, the Contract shall stand terminated after 60 days of the date of issue of second notice. On termination of Contract the Supplier shall deliver to client all completed or partially completed plans, studies, reports and information till the date of termination within 30 days.</p>
	15.9	<p>Validity Period</p> <p>Unless terminated by the purchaser, the Procurement Contract shall remain valid for period of three years from date of Entry into Force.</p>
	15.10	<p>Entry into Force</p> <p>The Procurement Contract with successful bidder shall be entered into force from the date on which the signatures of both the procuring agency and the successful bidder are affixed to the written contract.</p>
	15.11	<p>Closing of Contract</p> <p>The contractor shall be discharged from his liabilities and duties upon signing of certificate of closing of contract by user department after completion of three calendar years from date of entry into force.</p>
	15.12	<p>Renewal of Contract</p> <p>The contract shall be renewable upon same terms & conditions with mutual consent by both parties.</p> <p>Such renewals shall be on annual basis and maximum renewal/extension period shall not exceed three years.</p>

Empty Space below the Line

16. SPECIAL CONDITIONS OF CONTRACT

(WARRAANTY SERVICES TERMS & CONDITIONS)

16.1. PURPOSE

To keep all the equipment mentioned at **Clause 16.12** in optimum working condition as per Warranty Services Terms & Conditions during initial Contract Validity Period and Contract Renewal Period/Extensions Period as agreed by both parties.

16.2. Scope of Services

- 16.2.1 Equipment shall be maintained in operational condition at installation site on 24/7/365 basis.
- 16.2.2 Routine preventive maintenance (PM) shall be carried out once in a year. PM will be performed in sixth month upon award of contract and rest of PM shall be performed after every twelve calendar months
- 16.2.3 Remedial Maintenance Support shall remain available around the clock 24/7/365 for rectification of failure/break downs of equipment installed at ZTBL Head office Islamabad.
- 16.2.4 For quick disposal of remedial maintenance call, Supplier shall keep sufficient spare parts in inventory.
- 16.2.5 Supplier will be liable to replace the faulty hardware if on site repair is not possible within specified resolution time as specified in Clause 16.5
- 16.2.6 Supplier will ensure OEM back end support for any configuration, software and hardware problem, if required.
- 16.2.7 Provide telephonic support in case of minor operational problems which may not require site visit.
- 16.2.8 Supplier has to provide temporary hardware replacement as per Clause 16.6.
- 16.2.9 Supplier to maintain checks of EoS/EoL against the existing equipment and advise for replacement or up-gradation where required

16.3 MAINTENANCE SERVICES

16.3.1. PREVENTIVE MAINTENANCE (PM)

Supplier shall carry out on a working piece of EQUIPMENT with the sole purpose of preventing faults from developing in the EQUIPMENT, including, but not limited to ensure that components are clean, securely in place, and generally in good working order, and carrying out specific instructions given in the manufacturer's service manual.

Supplier shall carry out following tasks during Preventive Maintenance:

- a. General cleaning of the equipment for removal of dirt and dust from inside and outside.
- b. Cleaning of the cooling fans and their replacement in case of noisy operation.
- c. Check the hardware against the records. Any change in circumstances will be reported and acted upon by written notification.
- d. Check the satisfactory operation of hardware against the original design criteria.
- e. Inspect all cables connections against the relevant requirements.
- f. Check hardware is functioning properly and appear to be in order.
- g. Resolution of faults, if any.
- h. Field Service Report duly signed by the THE PURCHASER representative will be forwarded to IT-Procurement & Assets Management Department upon completion of PM.
- i. Supplier will flag any issue that he feels, can effect performance of IT infrastructure installation

16.3.2. REMEDIAL MAINTENANCE (RM)

Supplier shall take corrective action in the event of a breakdown, including, but not limited to the execution of diagnostic procedures, restarting the equipment or parts of it, switching to backup equipment, coordinating and supervising such work.

Staff Certified by OEM shall be nominated by the Supplier for THE PURCHASER project.

During each visit, unless it is impractical, following inspection shall be carried out and necessary rectification made:

- A. Inspect the equipment that it is properly working.
- B. Check any error messages generated by the equipment.
- C. Identify the fault.
- D. If possible, rectify the fault at installation site.
- E. Replace the faulty part from available inventory.
- F. In case repair is not possible at installation site, remove the equipment and transport to Workshop for repair at Suppliers cost.
- G. Repair the equipment at workshop and reinstall to installation site at Supplier's cost.
- H. In case repair time is estimated more than four hours, install the backup equipment of equal specifications and capacity till the time THE PURCHASER's owned equipment is repaired and reinstalled at installation site.
- I. Field Service Report duly signed by the THE PURCHASER representative will be forwarded to IT-Procurement & Assets Management Department upon completion of RM.

16.4. Call Resolution Methodology

- Log the ticket directly on the incident management system's portal or any other mechanism given by Supplier.
- Call Supplier helpline XXXX and log ticket through call agent. ▪E-mail IT helpdesk of Supplier.

16.4.1. Level 1 Support

- Once the ticket is logged, the team lead/Project manager of Supplier will receive the ticket automatically via helpdesk system and will engage the support engineer for support.

16.4.2 Hardware Level 2 Support

- If the engineer is unable to resolve the issue, and level 2 support needs to be engaged then the engineer will notify the coordinator who manages Supplier engagement.
- In case of hardware replacement, Supplier will engage team as per specified processes for the required hardware and resolve the issue.

16.5. RESPONSE TIME

- After first call, response time is 24 Hrs (clock Time) from the time of complaint logging. The Supplier representative shall contact THE PURCHASER to determine nature of fault and guide telephonically if issue can be resolved without engineer visit.
- If problem is not resolved telephonically and necessitated by THE PURCHASER, Supplier engineer shall visit the site within seven (7) days (168 Clock Hrs.) to resolve the issue.

16.6 BACKUP ARRANGEMENT

16.6.1 The Supplier will maintain sufficient inventory of spare parts and backup equipment exclusively for THE PURCHASER for immediate resolution of complaints.

16.6.2 In case the hardware need to be uninstalled/removed for repair, Supplier will responsible for install same capacity and specification with same configurations backup as temporary arrangements till the time hardware is repaired and reinstalled at the site of installation. No additional amount will be charged from THE PURCHASER for providing and installing backup hardware.

16.7. PENALTY

THE PURCHASER shall impose penalty upon breach of terms & conditions and delayed remedial maintenance as per following KPIs.

Delayed in resolution after 7 days given time (clock hours)	Penalty/ Deduction of the cost of faulty equipment from the performance guarantee
02% of the cost of faulty equipment for every delayed days	

16.8. ESCALATION PROCEDURE

All problems must be communicated to Supplier through telephone or via email by providing following details:

- Problem description.
- Problem originator.
- Problem location.
- Problem logging time.
- Severity level.
- Contact Person

16.8.1 Escalation Contacts

Supplier shall nominate a contact person and his name, designation, email address, land line number and mobile numbers will be providing to the other party.

16.9. DOCUMENTATION

- For the network hardware system there shall be a historical record in shape of history card giving the date of every visit, the faults found and the action taken.
- Health Check Certificate upon Completion of Each Quarter.

16.10. LIMITS OF SERVICE

- The service performed by Supplier shall not cover or extend to:
- Any damage due to negligence, accidental damage, riots, fire not covered under this contract.
- Any defect, fault or damage caused by removal or by misuse, negligence or otherwise than in the course of proper normal use and operation of the equipment as recommended by the manufacturers.
- Equipment damage or loss due to weather, electrical interference, fire, lightning, theft or other external circumstances beyond the control of Supplier

16.11. OBLIGATIONS OF THE PURCHASER

The Purchaser shall:

- Use the equipment strictly in accordance with the manufacturer's instructions and shall not attach any accessories or attachments to the equipment except those approved by the manufacturer.
- Permit Suppliers, its employees full and free access to the equipment to provide the maintenance to the equipment.
- Not permit other persons to perform maintenance on the equipment without prior written consent of Supplier.
- Provide Supplier with a complete access to the areas where the UPS and batteries are located.

16.12. DETAIL OF EQUIPMENT COVERED UNDER MAINTENANCE:

S.N.	Description	Equipment Serial Number	Installation Location
1			
2			
3			
4			

SECTION 17

ANNEXURES

Bidder Qualification Criteria Form

S#	Condition	Requirement/ Document to be attached	Enclosed? Yes/ No	Proposal Page Ref.
1	Authorization of Tender	All pages are duly signed & stamped by authorized personnel of bidder		
2	Bidder's association with Principal should be at highest Tier available in the Pakistan.	Principal's Certificate/Letter		
3	OEM's Gartner Status.	Quoted brands OEM should be evaluated in Gartner's Magic Quadrant for the last three (3) years		
4	Bid Validity is 180 Days	Clearly mention in the Bid		
5	Bid Security	Bid Security as specified in Section 14 is attached		
6	Bidder must attach Title Page of Bidding Document containing serial number and original stamp/signature of issuing authority.	Bidder must attach Title Page of Bidding Document containing serial number and original stamp/ signature of issuing authority.		
7	Bidder's Eligibility			
i.	Bidder must have technical capabilities to provide support services / assistance during active period of Contract.	Attach CVs of technical staff and their Certificate of Trainings conducted by OEM.		
ii.	Income tax (NTN) Certificate	Valid Income Tax (NTN) Certificate with FBR Active Tax Payer Status printout.		
iii.	Sales Tax Registration Certificate	Valid Tax Registration Certificate with FBR Active Tax Payer Status printout		
iv.	Past experience Bidder must have provided delivery of similar equipment and maintenance support to its customers in Pakistan	Bidder must provide at least 3 Purchase Orders of at-least 300 PCs per P.O for organizations having country wide presence in last five (5) years.		
8	Affidavit for not being blacklisted	Affidavit that the vendor is not blacklisted by the Government or Semi Government Organization on non-judicial stamp paper.		
9	Bidder's Information	Attach Name, Address, phone , fax, and email address		
10	Financial Soundness Bidder must have financial strength to execute and maintain the equipment during maintenance/warranty period	Bidder will submit Last three years audited financials		

By signing this Form we hereby declare that all information provided above are correct by the best of our knowledge.

We accept all terms and conditions of bidding document and the Procurement Contract as specified in the bidding document and the advertisement.

Signatures of Authorized Person

Name _____

Designation _____

Vendor Name _____

PERFORMANCE SECURITY FORM

Executive Vice President
IT-Procurement facilitation,
& Assets Management Department,
ZaraiTaraqati Bank Ltd,
Islamabad

WHEREAS [Name of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated ____2018 to supply the goods (purchase of IT Equipment) hereinafter called “the Contract”)

AND WHEREAS we have agreed to give a guarantee for the Supplier:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, upto a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ____day of _____2018.

Signature and Seal of the Guarantors

[Name of Bank]

[Address]

_____ [Dated]

PROCUREMENT CONTRACT

THIS CONTRACT is made on this _____ day of November, 2019, between Zarai Taraqiati Bank Limited through Mr. _____ (hereinafter the Purchaser), of the one part, and Mr. [NAME OF SUPPLIER REPRESENTATIVE] of M/s _____ [ADDRESS], Islamabad (hereinafter “the Supplier”), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and Related Services, viz., TENDER NO. ZTBL-8-2019 (Procurement of Desktop Computers) published on [DATE OF ADVERTISEMENT] and has accepted a Bid by the Supplier for the supply of Goods and Related Services required under Scope of Work and Technical Specifications/BOQ clauses, i.e. [DETAIL OF GOODS AND QUANTITY] for a total value of Rs. [TOTAL COST OF BID] including GST, (Rupees -----ONLY) (hereinafter “the Contract Price”).

Now these presents witness and the parties here to agree to the terms & conditions as follow: -

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Contract and bidding document of tender No. ZTBL-8-2019 referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:
 - a. the Letter of Intent to the Supplier for Award of Contract;
 - b. the Acceptance Letter submitted by the Supplier
 - c. the Bid Submission Sheet, the Price Schedules submitted by the Supplier.
 - d. the Technical Specification submitted by the Supplier in their bid
 - e. the communication by the supplier through email or letter wherein the supplier has agreed to any purchaser’s demand or condition which was not mentioned or partially mentioned in the supplier’s bid
 - f. the Bidding Document
3. This Contract shall prevail over all other contract documents. In the event of any discrepancy or inconsistency within this Contract then the Bid Document shall prevail.
4. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Contract, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, 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.
6. Declaration of fees, commissions and brokerage etc, payable by the suppliers of goods, services and works.

Supplier hereby declares that it has not been obtained or included the procurement of any contract, right, interest, privilege of other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by ZTBL through any corrupt business practice.

Without limiting the generality of the foregoing Supplier represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the Procurement of a contract, right, interest, privilege or other obligation or benefit in what so ever form from ZTBL, except that which has been expressly declared pursuant here to. Supplier certifies that it has made and will make full disclosure of all Contracts and arrangements with all persons in respect of or related to the transaction with ZTBL and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

Supplier accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest privilege or other obligation or benefits obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to ZTBL under the law, contract or other instrument, be void able at the option of ZTBL.

Notwithstanding any rights and remedies exercised by ZTBL in this regard, Supplier agrees to indemnify ZTBL for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to ZTBL in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Supplier as aforesaid for the purpose of obtaining or inducting the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from ZTBL.

7. Supplier accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest privilege or other obligation or benefits obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to ZTBL under the law, contract or other instrument, be void able at the option of ZTBL.

Notwithstanding any rights and remedies exercised by ZTBL in this regard, Supplier agrees to indemnify ZTBL for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to ZTBL in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Supplier as aforesaid for the purpose of obtaining or inducting the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from ZTBL.

8. Force Majeure:

Force Majeure shall mean to include (i) any act of God or act of nature, fire, flood, storm, explosion, sabotage, riot, act of war whether declared or not, requirement or restriction of governmental authorities, inability or delay in the grant of governmental or other approvals, consents, permits, licenses or authorities or any other like event; (ii) any strike, lockout, work stoppage or other industrial dispute of any kind; or (iii) any act or omissions of a third party which affects the provisions of the Services, including a failure to provide goods and services or access to premises; or (iv) any other similar circumstances beyond the control of the affected Party.

Neither Party shall be held liable for failure in performing any of its obligations under this Agreement if such failure is caused by or arises as a result of an event of Force Majeure including, but not limited to, explosion, earthquake, lightning, fire, flood, governmental

orders, war, civil disturbances or any other causes beyond the - control of any Party whether or not similar to the foregoing.

In the event that the Supplier or the Purchaser is delayed in performing any of their respective obligations under the contract, and such delay is caused by Force epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused, and the period of such delay may be added to the time of performance of the obligation delayed. The Service Provider shall promptly notify the bank in writing of such conditions and the cause thereof.

9. DISPUTE RESOLUTION AND ARBITRATION

All disputes, controversies or differences which may arise between the Supplier and the Purchaser out of or in relation to or in connection with this Contract, shall be settled amicably. If it is not possible to settle the matter amicably, the dispute, controversies or differences shall be finally settled by arbitration in accordance with the provisions of Arbitration Act, 1940 with the consent of both parties. An arbitrator shall be mutually appointed by the both parties having sufficient knowledge of law for dispute resolution. In case the parties do not agree on such mutual appointment, the aggrieved party can move the competent judicial forum within the territorial Jurisdiction of Pakistan under the law of Pakistan and place for dispute resolution will be at Islamabad.

In case a friendly settlement fails, the Purchaser reserves the right to immediately cancel this agreement and call the Vendor's bank for encashment of 10% performance Guarantee.

10. Contravention and Termination of Contract:

- 10.1 In case any party contravenes any of the provision of this Contract or is not duly fulfilling its obligations, it shall serve a written notice on the other party for rectification of contravention or fulfillment of obligation, as the case may be, and it shall be mandatory obligation of the other party to rectify the contravention or fulfill the obligation within 30 days of notice.
- 10.2 In case the party, which contravenes any of provisions of this Contract or is not fulfilling its obligation under this Contract does not rectify the contravention or fulfill its obligation within 30 days of date of receipt of the notice, the other party shall serve another/second notice, impressing upon the defaulting party that, in case rectification of contravention is not made good or obligation is not fulfilled, the Contract shall stand terminated after 60 days of the date of issue of second notice.
- 10.3 Contract may be terminated with mutual consent and based on some solid grounds/reason at any time by a written notice of termination delivered not less than 30 days prior to the termination date. In case of unjustified / unnecessary termination, the matter shall be resolved through arbitration.
- 10.4 On termination of Contract the Supplier shall deliver to client all completed or partially completed plans, studies, reports and information till the date of termination within 30 days.

11. Payment Terms:

- a. Payment shall be made to the supplier against submission of delivery documents i.e. Delivery Challan, Sales Tax Invoice. Bill of Entry & Proof of Payment of Duties and Taxes at the time of Import (in case direct importer).
- b. ZTBL shall release **100%** payment in shape of Pay Order/Demand Draft after 30 days of receipt of delivery documents subject to satisfactory performance report submitted by the designated ZTBL staff.
- c. Payment shall be made according to actual quantities ordered by the Procuring Agency.

12. Validity Period:

Unless terminated by the purchaser, the Procurement Contract shall remain valid for period of three years from date of Entry into Force.

13. Entry into Force:

The Procurement Contract with successful bidder shall be entered into force from the date on which the signatures of both the Purchaser and the successful bidder are affixed to the written contract.

14. Closing of Contract:

The contractor shall be discharged from his liabilities and duties upon signing of certificate of closing of contract by user department after completion of three calendar years from date of entry into force.

15. Renewal of Contract:

The contract shall be renewable upon same terms & conditions with mutual consent by both parties. Such renewals shall be on annual basis and maximum renewal/extension period shall not exceed three years.

16. LOCAL SUPPORT TERMS & CONDITIONS:

16.1 Under the terms of this Contract the Supplier will provide comprehensive parts, material and labour on site warranties of respective goods purchased by the Purchaser. The warranty period will start from the date of delivery of goods by the Supplier.

16.2 CHANGES TO THE THIS CONTRACT:

16.2.1 No modification of this Contract will be effective unless it is in writing and signed by authorized representatives of both the customer and the vendor.

16.2.2 All notices will be in writing and will be given by personal delivery, certified or registered mail addressed as follows:

To the customer: Information Systems Division,
ZaraiTaraqiati Bank Limited Head Office, Islamabad.

To the Vendor: M/S _____(Pvt) Ltd

Islamabad,

16.2.3 If any provision of this Contract becomes illegal, invalid or void under any applicable State of the land under which performance hereunder is required, such provision shall be considered severable, and the remaining provisions hereof shall not be impaired and this Contract shall be interpreted as far as possible so as to give effect to its stated purpose.

16.3 SCOPE:

- Equipment shall be maintained in operational condition at installation site on 24/7/365 basis.
- Routine preventive maintenance (PM) shall be carried out once in a year. PM will be performed in sixth month upon award of contract and rest of PM shall be performed after every twelve calendar months
- Remedial Maintenance Support shall remain available around the clock 24/7/365 for rectification of failure/break downs of equipment installed at ZTBL head office Islamabad.
- For quick disposal of remedial maintenance call, Supplier shall keep sufficient spare parts in inventory.
- Supplier will be liable to replace the faulty hardware if on site repair is not possible within specified resolution time as specified in Clause 16.6
- Supplier will ensure OEM back end support for any configuration, software and hardware problem, if required.
- Provide telephonic support in case of minor operational problems which may not require site visit.
- Supplier has to provide temporary hardware replacement as per Clause 16.7.
- Supplier to maintain checks of EoS/EoL against the existing equipment and advise for replacement or up-gradation where required.

16.4 MAINTENANCE:(RM)

16.4.1 PREVENTIVE MAINTENANCE (PM)

Supplier shall carry out on a working piece of EQUIPMENT with the sole purpose of preventing faults from developing in the EQUIPMENT, including, but not limited to ensure that components are clean, securely in place, and generally in good working order, and carrying out specific instructions given in the manufacturer's service manual.

Supplier shall carry out following tasks during Preventive Maintenance:

- A. General cleaning of the equipment for removal of dirt and dust from inside and outside.
- B. Cleaning of the cooling fans and their replacement in case of noisy operation.
- C. Check the hardware against the records. Any change in circumstances will be reported and acted upon by written notification.
- D. Check the satisfactory operation of hardware against the original design criteria.
- E. Inspect all cables connections against the relevant requirements.
- F. Check hardware is functioning properly and appear to be in order.
- G. Resolution of faults, if any.
- H. Field Service Report duly signed by the THE PURCHASER representative will be forwarded to IT-Procurement & Assets Management Department upon completion of PM.
- I. Supplier will flag any issue that he feels, can affect performance of IT infrastructure installation.

16.4.2 REMEDIAL MAINTENANCE (RM)

Supplier shall corrective action in the event of a breakdown, including, but not limited to the execution of diagnostic procedures, restarting the equipment or parts of it, switching to backup equipment, coordinating and supervising such work.

Staff Certified by OEM shall be nominated by the Supplier for THE PURCHASER project.

During each visit, unless it is impractical, following inspection shall be carried out and necessary rectification made:

- A. Inspect the equipment that it is properly working.
- B. Check any error messages generated by the equipment.
- C. Identify the fault.
- D. If possible, rectify the fault at installation site.
- E. Replace the faulty part from available inventory.
- F. In case repair is not possible at installation site, remove the equipment and transport to Workshop for repair at Suppliers cost.
- G. Repair the equipment at workshop and reinstall to installation site at Supplier's cost.
- H. In case repair time is estimated more than four hours, install the backup equipment of equal specifications and capacity till the time THE PURCHASER's owned equipment is repaired and reinstalled at installation site.
- I. Field Service Report duly signed by the THE PURCHASER representative will be forwarded to IT-Procurement & Assets Management Department upon completion of RM.

16.5 CALL RESOLUTION METHODOLOGY:

- Log the ticket directly on the incident management system's portal or any other mechanism given by Supplier.
- Call Supplier helpline XXXX and log ticket through call agent. ▪E-mail IT helpdesk of Supplier.

16.5.1 Level 1 Support

Once the ticket is logged, the team lead/Project manager of Supplier will receive the ticket automatically via helpdesk system and will engage the support engineer for support.

16.5.2 Hardware Level 2 Support

- If the engineer is unable to resolve the issue, and level 2 support needs to be engaged then the engineer will notify the coordinator who manages Supplier engagement.
- In the case of hardware replacement, Supplier will engage team as per specified processes for the required hardware and resolve the issue.

16.6 RESPONSETIME:

- After first call, response time is 24 Hrs (clock Time) from the time of complaint logging. The Supplier representative shall contact THE PURCHASER to determine nature of fault and guide telephonically if issue can be resolved without engineer visit.
- If problem is not resolved telephonically and necessitated by THE PURCHASER, Supplier engineer shall visit the site within seven (7) days (168 Clock Hrs) to resolve the issue.

16.7 BACKUPARRANGEMENT:

The Supplier will maintain sufficient inventory of spare parts and backup equipment exclusively for THE PURCHASER for immediate resolution of complaints.

In case the hardware need to be uninstalled/removed for repair, Supplier will responsible for install same capacity and specification with same configurations backup as temporary arrangements till the time hardware is repaired and reinstalled at the site of installation. No additional amount will be charged from THE PURCHASER for providing and installing backup hardware.

16.8 PENALTY:

THE PURCHASER shall impose penalty upon breach of terms & conditions and delayed remedial maintenance as per following KPIs.

Delayed in resolution after 7 days given time (clock hours)	Penalty/ Deduction of the cost of faulty equipment from the performance guarantee
02% of the cost of faulty equipment for every delayed days	

16.9 ESCALATION:

If the Purchaser is not satisfied with the quality & level of services provided by the Supplier the matter will be escalated in the following manner;

- The compliance & Helpdesk of IT-Procurement & Assets Management Department of the Purchaser will send a memo to the Supplier’s head office with documentary evidence for poor quality of service and /or non-compliance of the THIS CONTRACT.
- The Supplier is bound to give a written reply of this memo within seven days from the date of memo.
- If the Purchaser is not satisfied with the reply then a show cause notice would be issued to the Supplier for terminating the THIS CONTRACT.
- The Supplier is again bound to give a written reply of the Show Cause Notice within seven days from the date of show cause notice.
- After receiving the show cause notice a high level meeting of the Purchaser and Suppliers representatives would be arranged to redress the problems.
- If no reconciliation is reached as a result of this meeting, the Purchaser reserves the right to forfeit the Supplier’s bank guarantee.
- The forfeiture of bank guarantee in no means void the right of Purchaser to invoke the arbitration process if and when required, to recover the losses.
- As a result of this termination of Contract, the Purchaser also reserves the right to reassign the assignment to another Supplier of their own choice.

16.9.1 ESCALATIONPROCEDURE

All problems must be communicated to Vendor through telephone or via email by providing following details:

- Problem description.
- Problem originator.
- Problem location.
- Problem logging time. □Severity level.
- Contact Person

16.9.2 ESCALATION CONTACTS

Supplier shall nominate a contact person and his name, designation, email address, land line number and mobile numbers will be provided to the other party.

16.10 DOCUMENTATION:

- For the hardware system there shall be a historical record in shape of history card giving the date of every visit, the faults found and the action taken.
- Health Check Certificate upon Completion of Each Quarter.

16.11 LIMITS OF SERVICE:

- The service performed by Supplier shall not cover or extend to:
- Any damage due to negligence, accidental damage, riots, fire not covered under this contract.
- Any defect, fault or damage caused by removal or by misuse, negligence or otherwise than in the course of proper normal use and operation of the equipment as recommended by the manufacturers.
- Equipment damage or loss due to weather, electrical interference, fire, lightning, theft or other external circumstances beyond the control of Supplier

16.12 OBLIGATIONS OF THE PURCHASER:

The Purchaser shall:

- Provide a suitable installation environment (including adequate power) for the equipment in accordance with the requirements prescribed by the manufacturer and or the supplier of the equipment.
- Use the equipment strictly in accordance with the manufacturer's instructions and shall not attach any accessories or attachments to the equipment except those approved by the manufacturer.
- Permit Suppliers, its employees full and free access to the equipment to provide the maintenance to the equipment.
- Not permit other persons to perform maintenance on the equipment without prior written consent of Supplier.
- Provide Supplier with a complete access to the areas where the UPS and batteries are located.

16.13 NON DISCLOSURE:

Both the parties agree that any classified information and/or data relating to the other party will not be disclosed or in any other way make known, reveal report or transfer to any other person, firm or corporation. This clause is immortal and prevails for indefinite period even after the expiry of the Contract.

16.14 NOTICES:

All notices and complaints shall be given in writing (email preferred) and shall be effective from receipt.

- Contact person's name, location of hardware and telephone number.
- Class/Model and serial number of the hardware.
- Description of the problem.

The customer further agrees to perform the following routine checks before requesting a remedial maintenance service.

- Make sure that all the power control equipment is functioning properly.
- Ensure adequate power supply to hardware.
- Identify the nature of problem and device giving the problem.

16.15 DETAIL OF EQUIPMENT COVERED UNDER MAINTENANCE:

S. No.	Description	S.No.	Installation Location
1			
2			
3			
4			
5			
6			

IN WITNESS where of the parties here to have caused this Contract to be executed by putting their respective signatures in presence of witnesses in accordance with the laws of Government of Pakistan on the day, month and year indicated above

For
M/S _____(PVT) Ltd

For
ZARAI TARAQIATI BANK LTD.

NAME
SIGNATURE & OFFICIAL STAMP

NAME
SIGNATURE & OFFICIAL STAMP

WITNESS:

NAME
SIGNATURE & OFFICIAL STAMP

NAME
SIGNATURE & OFFICIAL STAMP

NAME
SIGNATURE & OFFICIAL STAMP

NAME
SIGNATURE & OFFICIAL STAMP

ANNEXURE-D

TECHNICAL SPECIFICATIONS COMPLIANCE MATRIX

DESKTOP COMPUTER:

S.No	Item	Specifications	Compliance
1	Processor	Intel Core i3 9 th Generation (6MB Cache/ 4cores 3.7 GHz or above)	
2	Chipset	Intel H370/B360 Or Equivalent	
3	RAM	8GB (1x8GB) DDR4	
4	Graphics	Intel HD Graphics 630	
5	Hard Drive	500 GB SATA 7200 RPM	
6	Display	18.5” or higher LED with mounting kit (Same brand as of Desktop)	
7	I/O Ports	Micro: 6 External USB, 1 HDMI, 1 RJ-45, 1 Universal Audio Jack, 1 line-out, 1 Display Port	
8	Operating System	Windows 10 Professional 64 bit (Factory Installed) with Win10 Pro 64 OS DVD & Win10 Drivers DVD	
9	Keyboard & Mouse	Factory Provided, Same Brand	
10	Warranty	3 Years Comprehensive Warranty at site	
11	Preventive Maintenance	Two half yearly preventive maintenance required per annum	
12	BIOS Customization	ZTBL LOGO in BIOS (LOGO will be provided by Bank)	
13	Form Factor	Mini/Micro/Tiny Dimensions ((H x W x D) (8” x 2” x 8”) or less	

PRICE SCHEDULE

(Please complete the price schedule as per the format below on company letterhead with company seal and signatures)

Product Cost (inclusive of at-site comprehensive warranty 3 years for desktop/Laptop/Scanner computers as required)

<u>S. No</u>	<u>Description</u>	<u>Make/ Model quoted</u>	<u>Qty</u>	<u>Price without Taxes</u>	<u>Taxes</u>	<u>Total Priceinclusive of Taxes</u>
<u>1</u>	<u>Desktop Computers</u>		<u>625</u>			

=====END OF DOCUMENT=====

ZARAI TARAQIATI BANK LIMITED

EVALUATION REPORT

(AS PER RULE 35 OF PUBLIC PROCUREMENT RULES 2004)

1	Name of Procuring Agency	ZARAI TARAQIATI BANK LIMITED, HEAD OFFICE, ISLAMABAD
2	Method of Procurement	Open Competitive Bidding. Single stage - two envelope procedure as defined in PPRA Rules 2004, Clause 36 (b)
3	Title of Procurement	Procurement of Desktop Computers
4	Tender Enquiry No.	ZTBL-08-2019
5	PPRA Ref. No. TSE	TS399956E
6	Date & Time of Bid Closing	02.10.2019, 10:30 AM
7	Date & Time of Bid Opening	02.10.2019, 11:00 AM
8	No. of Bids Received	03 (Three)
9	Criteria of Bid Evaluation	<p>Bidder Qualification Criteria Bidder complying with all conditions mentioned in the Bidding Document shall be selected for technical and financial evaluation. Bidder(s) not fulfilling any condition of Bidder Qualification Criteria shall be disqualified and their bids shall not be considered for technical & financial evaluation.</p> <p>BID EVALUATION CRITERIA</p> <p>Technical Evaluation Criteria Bidders' solution submitted as technical proposal must be capable to perform all functions and must meet all requirements mentioned in Scope of Work.</p> <p>Compliance of all technical specifications mentioned in this Bid Document is mandatory. Technical Evaluation to be done on compliant/non-compliant basis (without scoring or weightage). Below specification or partially compliant proposals shall be declared as Non-Compliant. Technical Compliance Matrix given in bid document to be used for evaluation.</p> <p>Financial Evaluation Criteria Technically Compliant Bidders shall be considered for Financial Evaluation. Responsive" bidders on basis of Total Quoted Cost (inclusive of all applicable taxes and excluding any discount), shall be assigned ranking in ascending order i.e. bidder offering lowest evaluated price shall be placed at Top and be called as "Lowest Evaluated Bidder".</p>

ZARAI TARAQIATI BANK LIMITED

10 Details of Bid(s) Evaluation

Name of Bidder	Marks		Evaluated Cost (PKR) Including taxes	Rule/Regulation/SBD*/Policy/Basis for Rejection/Acceptance as per Rule 35 of PPRA Rules, 2004
	Technical (If Applicable)	Financial (If Applicable)		
M/s Megaplus Pakistan	Not Applicable	Not Applicable	Rs. 61,705,000.00	Compliant to Bid Document Terms & Conditions. Financial ranking: 1 st lowest. 1st Lowest Evaluated Bidder
M/s Jaffer Business Systems (Pvt.) Ltd.	Not Applicable	Not Applicable	Rs. 71,883,931.25	Compliant to Bid Document Terms & Conditions. Financial ranking: 2 nd lowest. 2nd Lowest Evaluated Bidder
M/s Shahnawaz (Pvt.) Ltd.	Not Applicable	Not Applicable	N/A	Technical proposal was found non-compliant to Bid Document Terms & Conditions.

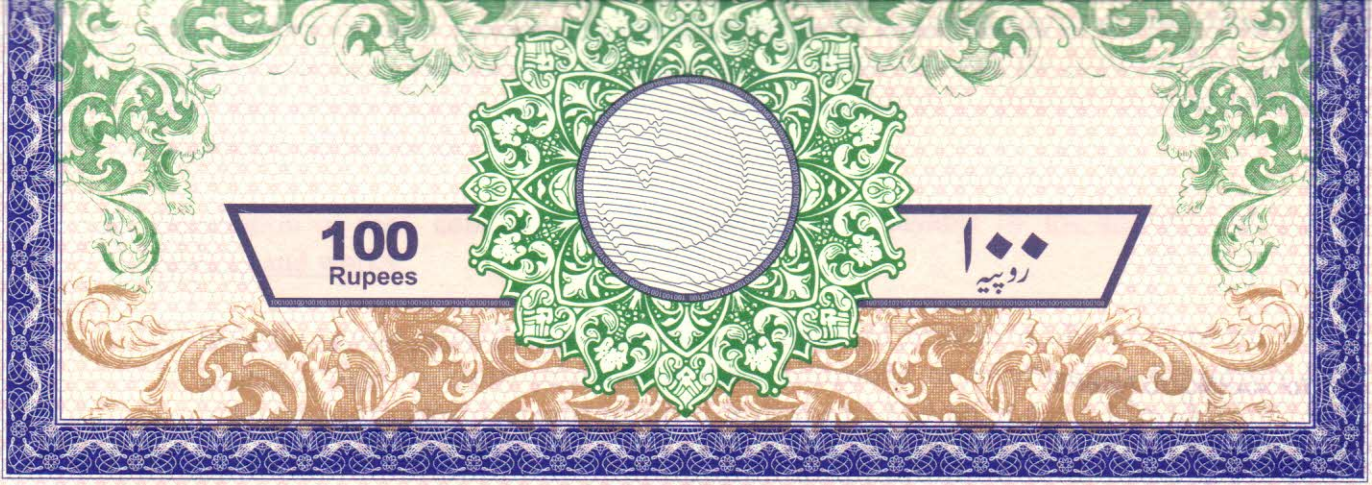
Lowest Evaluated Bidder: M/s Megaplus Pakistan

11. Any other additional/supporting information, the procuring agency may like to share.

Signature: _____

AAMIR ZAFFAR CHAUDRY
Executive Vice President/Head (ISD)
Zarai Taraqati Bank Ltd
H.O. Islamabad

Official Stamp _____



PROCUREMENT CONTRACT

THIS CONTRACT is made on this 6th day of February, 2020, between Zarai Taraqati Bank Limited through Mr. Aamir Zaffar Chaudry, EVP (ISD) (hereinafter the Purchaser), of the one part, and Mr. Syed Muhammad Arshad Bukhari, Director of M/s Megaplus Pakistan 1015, Street 44, Sector E-11/3, Islamabad of the other part:

WHEREAS the Purchaser invited bids for certain Goods and Related Services, viz., TENDER NO. ZTBL-08-2019 (Procurement of Desktop Computers) published on 14.09.2019 and has accepted a Bid by the Supplier for the supply of Goods and Related Services required under Scope of Work and Technical Specifications/BOQ clauses, i.e. [625 units of Dell Optiplex 3070 Micro] for a total value of Rs.61,705,000/- including applicable taxes, (sixty-one million seven hundred five thousand only) (hereinafter "the Contract Price").

Now these presents witness and the parties here to agree to the terms & conditions as follow: -

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Contract and bidding document of tender No. ZTBL-8-2019 referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:
 - a. the Letter of Intent to the Supplier for Award of Contract;
 - b. the Acceptance Letter submitted by the Supplier
 - c. the Bid Submission Sheet, the Price Schedules submitted by the Supplier.
 - d. the Technical Specification submitted by the Supplier in their bid
 - e. the communication by the supplier through email or letter wherein the supplier has agreed to any purchaser's demand or condition which was not mentioned or partially mentioned in the supplier's bid
 - f. the Bidding Document
3. This Contract shall prevail over all other contract documents. In the event of any discrepancy or inconsistency within this Contract then the Bid Document shall prevail.


MEGAPLUS
PAKISTAN
H # 1015, St # 44
NPF, E-11/3, Islamabad

4. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Contract, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, 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.
6. Declaration of fees, commissions and brokerage etc, payable by the suppliers of goods, services and works.

Supplier hereby declares that it has not been obtained or included the procurement of any contract, right, interest, privilege of other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by ZTBL through any corrupt business practice.

Without limiting the generality of the foregoing Supplier represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the Procurement of a contract, right, interest, privilege or other obligation or benefit in what so ever form from ZTBL, except that which has been expressly declared pursuant here to. Supplier certifies that it has made and will make full disclosure of all Contracts and arrangements with all persons in respect of or related to the transaction with ZTBL and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

Supplier accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest privilege or other obligation or benefits obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to ZTBL under the law, contract or other instrument, be void able at the option of ZTBL.

Notwithstanding any rights and remedies exercised by ZTBL in this regard, Supplier agrees to indemnify ZTBL for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to ZTBL in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Supplier as aforesaid for the purpose of obtaining or inducting the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from ZTBL.

7. Supplier accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest privilege or other obligation or benefits obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to ZTBL under the law, contract or other instrument, be void able at the option of ZTBL.

Notwithstanding any rights and remedies exercised by ZTBL in this regard, Supplier agrees to indemnify ZTBL for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to ZTBL in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Supplier as aforesaid for the

purpose of obtaining or inducting the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from ZTBL.

8. Force Majeure:

Force Majeure shall mean to include (i) any act of God or act of nature, fire, flood, storm, explosion, sabotage, riot, act of war whether declared or not, requirement or restriction of governmental authorities, inability or delay in the grant of governmental or other approvals, consents, permits, licenses or authorities or any other like event; (ii) any strike, lockout, work stoppage or other industrial dispute of any kind; or (iii) any act or omissions of a third party which affects the provisions of the Services, including a failure to provide goods and services or access to premises; or (iv) any other similar circumstances beyond the control of the affected Party.

Neither Party shall be held liable for failure in performing any of its obligations under this Agreement if such failure is caused by or arises as a result of an event of Force Majeure including, but not limited to, explosion, earthquake, lightning, fire, flood, governmental orders, war, civil disturbances or any other causes beyond the - control of any Party whether or not similar to the foregoing.

In the event that the Supplier or the Purchaser is delayed in performing any of their respective obligations under the contract, and such delay is caused by Force epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused, and the period of such delay may be added to the time of performance of the obligation delayed. The Service Provider shall promptly notify the bank in writing of such conditions and the causethereof.

9. DISPUTE RESOLUTION AND ARBITRATION

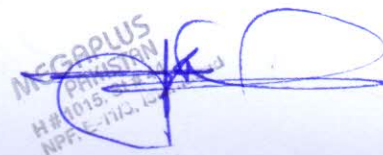
All disputes, controversies or differences which may arise between the Supplier and the Purchaser out of or in relation to or in connection with this Contract, shall be settled amicably. If it is not possible to settle the matter amicably, the dispute, controversies or differences shall be finally settled by arbitration in accordance with the provisions of Arbitration Act, 1940 with the consent of both parties. An arbitrator shall be mutually appointed by the both parties having sufficient knowledge of law for dispute resolution. In case the parties do not agree on such mutual appointment, the aggrieved party can move the competent judicial forum within the territorial Jurisdiction of Pakistan under the law of Pakistan and place for dispute resolution will be at Islamabad.

In case a friendly settlement fails, the Purchaser reserves the right to immediately cancel this agreement and call the Vendor's bank for encashment of 10% performance Guarantee.

10. Contravention and Termination of Contract:

- 10.1 In case any party contravenes any of the provision of this Contract or is not duly fulfilling its obligations, it shall serve a written notice on the other party for rectification of contravention or fulfillment of obligation, as the case may be, and it shall be mandatory obligation of the other party to rectify the contravention or fulfill the obligation within 30 days of notice.
- 10.2 In case the party, which contravenes any of provisions of this Contract or is not fulfilling its obligation under this Contract does not rectify the contravention or fulfill its obligation within 30 days of date of receipt of the notice, the other party shall serve another/second notice, impressing upon the defaulting party that, in case rectification of contravention is not made good or obligation is not fulfilled, the Contract shall stand terminated after 60 days of the date of issue of second notice.
- 10.3 Contract may be terminated with mutual consent and based on some solid grounds/reason at any time by a written notice of termination delivered not less

MEGAPLUS
PUNJAB
H#1015
NPP#-110-1



than 30 days prior to the termination date. In case of unjustified / unnecessary termination, the matter shall be resolved through arbitration.

- 10.4 On termination of Contract the Supplier shall deliver to client all completed or partially completed plans, studies, reports and information till the date of termination within 30 days.

11. Payment Terms:

- a. Payment shall be made to the supplier against submission of delivery documents i.e. Delivery Challan, Sales Tax Invoice. Bill of Entry & Proof of Payment of Duties and Taxes at the time of Import (in case direct importer).
- b. ZTBL shall release **100%** payment in shape of Pay Order/Demand Draft after 30 days of receipt of delivery documents subject to satisfactory performance report submitted by the designated ZTBL staff.
- c. Payment shall be made according to actual quantities ordered by the Procuring Agency.

12. Validity Period:

Unless terminated by the purchaser, the Procurement Contract shall remain valid for period of three years from date of Entry into Force.

13. Entry into Force:

The Procurement Contract with successful bidder shall be entered into force from the date on which the signatures of both the Purchaser and the successful bidder are affixed to the written contract.

Closing of Contract:

The contractor shall be discharged from his liabilities and duties upon signing of certificate of closing of contract by user department after completion of three calendar years from date of entry into force.

14. Renewal of Contract:

The contract shall be renewable upon same terms & conditions with mutual consent by both parties. Such renewals shall be on annual basis and maximum renewal/extension period shall not exceed three years.

15. LOCAL SUPPORT TERMS & CONDITIONS:

- 16.1 Under the terms of this Contract the Supplier will provide comprehensive parts, material and labour on site warranties of respective goods purchased by the Purchaser. The warranty period will start from the date of delivery of goods by the Supplier.
- 16.2 **CHANGES TO THE THIS CONTRACT:**
 - 16.2.1 No modification of this Contract will be effective unless it is in writing and signed by authorized representatives of both the customer and the vendor.
 - 16.2.2 All notices will be in writing and will be given by personal delivery, certified or registered mail addressed as follows:

To the customer: Information Systems Division, Zarai Taraqiati Bank Limited Head Office, Islamabad.

To the Vendor: M/S Megaplus
1015, Street 44, E-11/3, Islamabad

MEGAPLUS
1015, Street 44, E-11/3, Islamabad


16.2.3 If any provision of this Contract becomes illegal, invalid or void under any applicable State of the land under which performance hereunder is required, such provision shall be considered severable, and the remaining provisions hereof shall not be impaired and this Contract shall be interpreted as far as possible so as to give effect to its stated purpose.

16.3 SCOPE:

- Equipment shall be maintained in operational condition at installation site on 24/7/365 basis.
- Routine preventive maintenance (PM) shall be carried out once in a year. PM will be performed in sixth month upon award of contract and rest of PM shall be performed after every twelve calendar months
- Remedial Maintenance Support shall remain available around the clock 24/7/365 for rectification of failure/break downs of equipment installed at ZTBL head office Islamabad.
- For quick disposal of remedial maintenance call, Supplier shall keep sufficient spare parts in inventory.
- Supplier will be liable to replace the faulty hardware if on site repair is not possible within specified resolution time as specified in Clause 16.6
- Supplier will ensure OEM back end support for any configuration, software and hardware problem, if required.
- Provide telephonic support in case of minor operational problems which may not require site visit.
- Supplier has to provide temporary hardware replacement as per Clause 16.7.
- Supplier to maintain checks of EoS / EoL against the existing equipment and advice for replacement or up-gradation where required.

16.4 MAINTENANCE:(RM)

16.4.1 PREVENTIVE MAINTENANCE(PM)

Supplier shall carry out on a working piece of EQUIPMENT with the sole purpose of preventing faults from developing in the EQUIPMENT, including, but not limited to ensure that components are clean, securely in place, and generally in good working order, and carrying out specific instructions given in the manufacturer's service manual.

Supplier shall carry out following tasks during Preventive Maintenance:

- A. General cleaning of the equipment for removal of dirt and dust from inside and outside.
- B. Cleaning of the cooling fans and their replacement in case of noisy operation.
- C. Check the hardware against the records. Any change in circumstances will be reported and acted upon by written notification.
- D. Check the satisfactory operation of hardware against the original design criteria.
- E. Inspect all cables connections against the relevant requirements.
- F. Check hardware is functioning properly and appear to be in order.
- G. Resolution of faults, if any.
- H. Field Service Report duly signed by the THE PURCHASER representative will be forwarded to IT-Procurement Facilitation & Assets Management Department upon completion of PM.
- I. Supplier will flag any issue that he feels, can affect performance of IT infrastructure installation.



16.4.2 REMEDIAL MAINTENANCE(RM)

Supplier shall corrective action in the event of a breakdown, including, but not limited to the execution of diagnostic procedures, restarting the equipment or parts of it, switching to backup equipment, coordinating and supervising such work.

Staff Certified by OEM shall be nominated by the Supplier for THE PURCHASER project.

During each visit, unless it is impractical, following inspection shall be carried out and necessary rectification made:

- A. Inspect the equipment that it is properly working.
- B. Check any error messages generated by the equipment.
- C. Identify the fault.
- D. If possible, rectify the fault at installation site.
- E. Replace the faulty part from available inventory.
- F. In case repair is not possible at installation site, remove the equipment and transport to Workshop for repair at Suppliers cost.
- G. Repair the equipment at workshop and reinstall to installation site at Supplier's cost.
- H. In case repair time is estimated more than four hours, install the backup equipment of equal specifications and capacity till the time THE PURCHASER's owned equipment is repaired and reinstalled at installation site.
- I. Field Service Report duly signed by the THE PURCHASER representative will be forwarded to IT-Procurement Facilitation & Assets Management Department upon completion of RM.

Staff Certified by OEM shall be nominated by the Supplier for THE PURCHASER project.

During each visit, unless it is impractical, following inspection shall be carried out and necessary rectification made:

- Inspect the equipment that it is properly working.
- Check any error messages generated by the equipment.
- Identify the fault.
- If possible, rectify the fault at installation site.
- Replace the faulty part from available inventory.
- In case repair is not possible at installation site, remove the equipment and transport to Workshop for repair at Suppliers cost.
- Repair the equipment at workshop and reinstall to installation site at Supplier's cost.
- In case repair time is estimated more than four hours, install the backup equipment of equal specifications and capacity till the time THE PURCHASER's owned equipment is repaired and reinstalled at installation site.
- Field Service Report duly signed by the THE PURCHASER representative will be forwarded to IT-Procurement & Assets Management Department upon completion of RM.

16.5 CALL RESOLUTION METHODOLOGY:

- Log the ticket directly on the incident management system's portal or any other mechanism given by Supplier.
- Call Supplier helpline 051-2228617 and log ticket through call agent. E-mail crc@megaplus.com.pk IT helpdesk of Supplier.

16.5.1 Level 1Support

Once the ticket is logged, the team lead/Project manager of Supplier will receive the ticket automatically via helpdesk system and will engage the support engineer for support.

16.5.2 Hardware Level 2Support

- If the engineer is unable to resolve the issue, and level 2 support needs to be engaged then the engineer will notify the coordinator who manages Supplier engagement.
- In the case of hardware replacement, Supplier will engage team as per specified processes for the required hardware and resolve the issue.

16.6 RESPONSETIME:

- After first call, response time is 24 Hrs (clock Time) from the time of complaint logging. The Supplier representative shall contact THE PURCHASER to determine nature of fault and guide telephonically if issue can be resolved without engineer visit.
- If problem is not resolved telephonically and necessitated by THE PURCHASER, Supplier engineer shall visit the site within seven (7) days (168 Clock Hrs) to resolve the issue.

16.7 BACKUPARRANGEMENT:

The Supplier will maintain sufficient inventory of spare parts and backup equipment exclusively for THE PURCHASER for immediate resolution of complaints.

In case the hardware need to be uninstalled/removed for repair, Supplier will responsible for install same capacity and specification with same configurations backup as temporary arrangements till the time hardware is repaired and reinstalled at the site of installation. No additional amount will be charged from THE PURCHASER for providing and installing backup hardware.

16.8 PENALTY:

THE PURCHASER shall impose penalty upon breach of terms & conditions and delayed remedial maintenance as per following KPIs.

Delayed in resolution after 7 days given time (clock hours)	Penalty/ Deduction of the cost of faulty equipment from the performance guarantee
02% of the cost of faulty equipment for every delayed days	

16.9 ESCALATION:

If the Purchaser is not satisfied with the quality & level of services provided by the Supplier the matter will be escalated in the following manner;

- The compliance & Helpdesk of IT-Procurement & Assets Management Department of the Purchaser will send a memo to the Supplier's head office with documentary evidence for poor quality of service and /or non-compliance of the THIS CONTRACT.
- The Supplier is bound to give a written reply of this memo within seven days from the date of memo.
- If the Purchaser is not satisfied with the reply then a show cause notice would be issued to the Supplier for terminating the THIS CONTRACT.
- The Supplier is again bound to give a written reply of the Show Cause Notice within seven days from the date of show cause notice.



- After receiving the show cause notice a high level meeting of the Purchaser and Suppliers representatives would be arranged to redress the problems.
- If no reconciliation is reached as a result of this meeting, the Purchaser reserves the right to forfeit the Supplier's bank guarantee.
- The forfeiture of bank guarantee in no means void the right of Purchaser to invoke the arbitration process if and when required, to recover the losses.
- As a result of this termination of Contract, the Purchaser also reserves the right to reassign the assignment to another Supplier of their own choice.

16.9.1 ESCALATIONPROCEDURE

All problems must be communicated to Vendor through telephone or via email by providing following details:

- Problem description.
- Problem originator.
- Problem location.
- Problem logging time. □Severity level.
- Contact Person

16.9.2 ESCALATIONCONTACTS

Supplier shall nominate a contact person and his name, designation, email address, land line number and mobile numbers will be provided to the other party.

16.10 DOCUMENTATION:

- For the hardware system there shall be a historical record in shape of history card giving the date of every visit, the faults found and the action taken.
- Health Check Certificate upon Completion of Each Quarter.

16.11 LIMITSOFSERVICE:

- The service performed by Supplier shall not cover or extend to:
- Any damage due to negligence, accidental damage, riots, fire not covered under this contract.
- Any defect, fault or damage caused by removal or by misuse, negligence or otherwise than in the course of proper normal use and operation of the equipment as recommended by the manufacturers.
- Equipment damage or loss due to weather, electrical interference, fire, lightning, theft or other external circumstances beyond the control of Supplier

16.12 OBLIGATIONSOFTHEPURCHASER:

The Purchaser shall:

- Provide a suitable installation environment (including adequate power) for the equipment in accordance with the requirements prescribed by the manufacturer and or the supplier of the equipment.
- Use the equipment strictly in accordance with the manufacturer's instructions and shall not attach any accessories or attachments to the equipment except those approved by the manufacturer.
- Permit Suppliers, its employees full and free access to the equipment to provide the maintenance to the equipment.

- Not permit other persons to perform maintenance on the equipment without prior written consent of Supplier.
- Provide Supplier with a complete access to the areas where the UPS and batteries are located.

16.13 NONDISCLOSURE:

Both the parties agree that any classified information and/or data relating to the other party will not be disclosed or in any other way make known, reveal report or transfer to any other person, firm or corporation. This clause is immortal and prevails for indefinite period even after the expiry of the Contract.

16.14 NOTICES:

All notices and complaints shall be given in writing (email preferred) and shall be effective from receipt.

- Contact person's name, location of hardware and telephone number.
- Class/Model and serial number of the hardware.
- Description of the problem.

The customer further agrees to perform the following routine checks before requesting a remedial maintenance service.

- Make sure that all the power control equipment is functioning properly.
- Ensure adequate power supply to hardware.
- Identify the nature of problem and device giving the problem.

16.15 DETAIL OF EQUIPMENT COVERED UNDER MAINTENANCE:

S. No.	Description	S.No.	Installation Location
1	Dell Optiplex 3070 Micro		
2			
3			
4			

IN WITNESS where of the parties here to have caused this Contract to be executed by putting their respective signatures in presence of witnesses in accordance with the laws of Government of Pakistan on the day, month and year indicated above.

For
M/S Megaplus Pakistan

NAME SA Arshad Bukhari
SIGNATURE & OFFICIAL STAMP

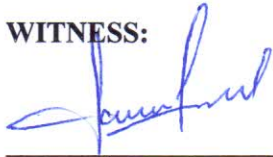
For
ZARAI TARAQIATI BANK LTD.

NAME AMIR Z. CHAUDRY
SIGNATURE & OFFICIAL STAMP

MEGAPLUS
PAKISTAN
H# 1015, St# 44
NPF, E-1113, Islamabad

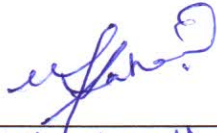
MEGAPLUS
PAKISTAN
H# 1015, St# 44
NPF, E-1113, Islamabad

WITNESS:



NAME FARRUKH JAMAL
SIGNATURE & OFFICIAL STAMP

NAME
SIGNATURE & OFFICIAL STAMP



NAME MUHAMMAD SOHAIL GHALIB
SIGNATURE & OFFICIAL STAMP

NAME
SIGNATURE & OFFICIAL STAMP

MEGAPLUS
PAKISTAN
H # 1015, St # 44
NPF, E-1113, Islamabad