

**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**

- NAME OF THE ORGANIZATION/DEPTT: **Zarai Taraqati Bank Limited**
- FEDERAL / PROVINCIAL GOVT: **Federal**
- TITLE OF CONTRACT: **Procurement of Interactive Boards**
- TENDER NUMBER: **ZTBL-15-2021**
- BRIEF DESCRIPTION OF CONTRACT: **Two units of Huawei Idea Hub 65” with stand and one unit of Huawei Idea Hub 86” with stand.**
- TENDER VALUE: **Rs. 7,987,049.00**
- ENGINEER’S ESTIMATE: **N/A**  
(for civil Works only)
- ESTIMATED COMPLETION PERIOD: **06 – 08 weeks**
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?  **Yes / No**
- ADVERTISEMENT:
  - (i) PPRA Website: **Date: 27.10.2021, PPRA’S Reference No:TS463047E**  
(Federal Agencies) (If yes give date and PPRA’s tender number)  
 **Yes/ No**
  - (ii) News Papers: **Newspapers: The Nation & Dunia, Date: 28.10.2021**  
(If yes give names of newspapers and dates)  **Yes/ No**
- TENDER OPENED ON (DATE & TIME): **01.12.2021 at 11:00 AM**
- NATURE OF PURCHASE:  **Local / International**
- EXTENSION IN DUE DATE (If any):  **Yes / No**

- NUMBER OF TENDER DOCUMENTS SOLD: **06 (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: **Muhammad Shahbaz Jameel**  
**(President/CEO ZTBL)**
- WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING: **N/A**
- NUMBER OF BIDS RECEIVED: **04**
- 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**

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS: **03**
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER:  
**M/s Pakistan Telecommunication Corporation Limited (PTCL), F-8/1**  
**Exchange, Nazimuddin Road, Islamabad.**
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATED BID): **1<sup>st</sup> Lowest Evaluated Bidder**
- NEED ANALYSIS (Why the procurement was necessary?): **In order to upgrade**  
**the ICT infrastructure of the Bank for smooth communications and to**  
**facilitate the ZTBL management committee, Board of Directors and its sub**  
**committees such as HRMC, Board Audit Committee, Board committee on IT**  
**etc., EVP (ISD) has proposed for procurement of three interactive LEDs to**  
**establish the better communication infrastructure as per industry. The will**  
**also facilitate to conduct routine meetings with other stakeholders.**
- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE  
REASONS (Briefly describe): **In order to address the bidder queries and to**  
**expect better competition.**
- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT  
AT THE TIME OF OPENING OF BIDS: **✓Yes / No**
- DATE OF CONTRACT SIGNING: **16.08.2022**  
(Attach a copy of agreement)
- CONTRACT AWARD PRICE: : **Rs. 7,987,049.00**

- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS:  
(Attach copy of the bid evaluation report) **✓Yes / No**
  
- ANY COMPLAINTS RECEIVED:  
(If yes result thereof) **Yes / ✓No**
  
- ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS:  
(If yes give details) **Yes / ✓No**
  
- DEVIATION FROM QUALIFICATION CRITERIA:  
(If yes give details) **Yes / ✓No**
  
  
- SPECIAL CONDITIONS, IF Any: **Nil**

## **Annexure-A**

<b>S/No</b>	<b>Firm Name</b>	<b>Name of Representative</b>
01.	M/s Bilytica (Pvt.) Ltd.	Fawad ur Rehman
02.	M/s Bmitco (Pvt.) Ltd.	Syed Farukh
03.	M/s PTCL	Fahim ur Rehman
04.	M/s Ezy-Technologies	Umair Dhani
05.	M/s Nasco Trader	Hamid Alam
06.	M/s Computer Marketing Co. (Pvt) Ltd.	Muddasar

## 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	Bid Validity is 180 Days	Clearly mention in the Bid		
3	Bid Security	Bid Security as specified in Section 14 is attached		
4	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		
4.1	Copy of Bid Security with Technical proposal	Copy of Bid Security (unsealed with amount struck out with black marker ) with technical proposal as per section 14.1.5		
<b>5</b>	<b>Bidder's Eligibility</b>			
i.	Income tax (NTN) Certificate.	Valid Income Tax (NTN) Certificate with FBR Active Tax Payer Status printout		
ii.	Sales Tax Registration Certificate	Valid Tax Registration Certificate with FBR Active Tax Payer Status printout		
iii.	Affidavit for not being blacklisted.	Affidavit that the vendor is not blacklisted by the Government or Semi Government Organization on non-judicial stamp paper.		
iv	Vendor should have office in Islamabad, Pakistan	Attach Name, Address, phone, fax, email etc and staff strength.		
v	Bidding firm should have existence in Pakistan for the last 3 years.	Certificate of Incorporation (registration) in Pakistan		

By signing this Form we hereby declare that all information provided above is 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 \_\_\_\_\_

## Bid Evaluation Criteria

<b>8</b>	<b>Technical Specifications (Huawei Idea Hub or equivalent)</b>	
<b>Required Specifications (LOT # 1)</b>		
<b>SR No.</b>	<b>Specifications</b>	<b>Detail</b>
01	Screen size	65 Inches or above
02	Rolling Stand & Wall-mounted Bracket	(1+1) As per screen size
03	Main body	Codec, camera, microphone array, and speaker
04	Stylus Pen	02(Two)
05	Wireless Share Key for Laptop/Mobile etc.	01
06	Backlighting type	E-LED
07	Resolution	4K
08	Refresh Rate	60Hz or more
09	Touch Technology	Multi Touch up to 20 Points
10	Brightness	Adaptive
11	Speaker	Multiple Speakers with Stereo functionality
12	Microphones	Echo cancellation, noise suppression and external microphone etc.
13	Conferencing mode	Native conferencing
14	Camera	4K, Auto-Framing
15	USB interface	2 x USB Type-A 1 x USB Type-B
16	Wi-Fi	Enabled
17	Ethernet port	1 x 10M/100M/1000M Network Port
18	HDMI input/output	Audio/video input/output ports
19	Warranty	03 Years warranty
<b>System</b>		
20	CPU	Dual-chip 4-core@1.5 GHz + 4-core@1.8 GHz
21	RAM	12 GB
22	Storage/Flash	64 GB
<b>Training: embedded</b>		
<b>Required Specifications (LOT # 2)</b>		
<b>SR No.</b>	<b>Specifications</b>	<b>Detail</b>
01	Screen size	85 Inches or above
02	Rolling Stand & Wall-mounted Bracket	(1+1) As per screen size
03	Main body	Codec, camera, microphone array, and speaker
04	Stylus Pen	02(Two)
05	Wireless Share Key for Laptop/Mobile etc.	01
06	Backlighting type	E-LED
07	Resolution	4K
08	Refresh Rate	60Hz or more
09	Touch Technology	Multi Touch up to 20 Points
10	Brightness	Adaptive
11	Speaker	Multiple Speakers with Stereo functionality
12	Microphones	Echo cancellation, noise suppression and external microphone etc.
13	Conferencing mode	Native conferencing
14	Camera	4K, Auto-Framing
15	USB interface	2 x USB Type-A 1 x USB Type-B
16	Wi-Fi	Enabled
17	Ethernet port	1 x 10M/100M/1000M Network Port
18	HDMI input/output	Audio/video input/output ports
19	Warranty	03 Years warranty
<b>System</b>		
20	CPU	Dual-chip 4-core@1.5 GHz + 4-core@1.8 GHz
21	RAM	12 GB
22	Storage/Flash	64 GB

**Training: embedded**

**The specifications are only for reference purpose, the bidder may quote same or equivalent product.**





## PROCUREMENT CONTRACT

This Procurement Contract (the "Contract") is made at 16<sup>th</sup> 28<sup>th</sup> day of August June 2022,

### BY AND BETWEEN

**Zarai Taraqati Bank Limited** through Mr. Aamir Zaffar Chaudry Group Head (hereinafter "the Purchaser"), of the one part,  
and

### AND

Mr. [ Zarrar Hasham Khan (GCBSO) ] of M/s Pakistan Telecommunication Company Ltd [Corporate Headquarters, Block-E, G-8/4, Islamabad], (hereinafter "the Supplier"), of the other part:

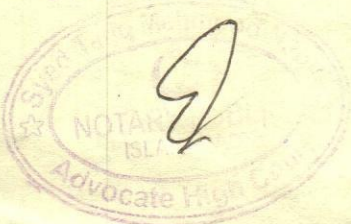
### WHEREAS:

- A. The Purchaser invited bids for certain Goods and Related Services, viz., TENDER NO. (Procurement of Interactive Boards) published on [28.10.2021]  
B. The Purchaser 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. [Procurement of Interactive Boards] for a total value of Rs. [5,894,818/-] including GST, (Five Million Eight Hundred Ninety-Four Thousand Eight Hundred & Eighteen Rupees ONLY) (hereinafter "the Contract Price"),

**Now these presents witnesses 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-15-2021 referred to.

ATTESTED



PTCL Legal

*[Signature]*

*[Signature]*



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 of Tender No. ZTB-15-2021

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

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

#### **7. Force Majeure:**

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 Supplier shall promptly notify the bank in writing of such conditions and the cause thereof.

If the event of Force Majeure continues for a consecutive period of one (1) month then either Party shall have a right to terminate this Agreement after giving fifteen (15) days' prior notice in writing.

Neither Party shall be liable for any breach (other than a breach of its obligations to make payments hereunder) of this Agreement caused by Force Majeure.

#### **8. Governing Law and Disputes Resolution:**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Islamic Republic of Pakistan.

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.

A sole arbitrator shall be mutually appointed by both Parties having sufficient knowledge of law for dispute resolution, or if the Parties cannot agree on the appointment of an arbitrator, to be appointed by the relevant court of law.

The award of the arbitrator shall be considered final, and binding and each Party shall bear its own costs of arbitral proceedings.

#### **9. Contravention and Termination of Contract:**

9.1. 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.

9.2. 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 thirty (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 sixty (60) days of the date of issue of second notice.

9.3. Contract may be terminated with mutual consent and based on some solid grounds at any time by a written notice of termination delivered not less than thirty (30) days prior to the termination date. In case of unjustified / unnecessary termination, the matter shall be resolved through arbitration.





9.4. 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 thirty (30) days.

## 10. Payment Terms

10.1 Payment shall be made to the supplier against submission of delivery documents i.e. Delivery Challan, Bill of Entry and Sales Tax Invoice.

10.2 ZTBL shall release the payment in shape of Pay Order/Demand Draft within 30 days of receipt delivery documents subject to satisfactory performance report submitted by the designated ZTBL staff.

### 10.3 Payment shall be made in following manner:

S#	Deliverable	% age of total Bid Price
1	Installation, Configuration, Testing, documentation and training etc.	85%
2	Maintenance Support Cost 1 <sup>st</sup> year	5%
3	Maintenance Support Cost 2 <sup>nd</sup> year	5%
4	Maintenance Support Cost 3 <sup>rd</sup> year	5%

## 11. Validity Period

Unless terminated by the Purchaser, the Procurement Contract shall remain valid for period of three (03) years.

## 12. Entry into Force

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.

## 13. 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 one calendar years from date of entry into force.

## 14. WARRANTY SERVICES TERMS & CONDITIONS

### 14.1. Scope of Services

14.1.1 Equipment shall be maintained in operational condition at installation sites on 24x7x365 basis.

14.1.2 Remedial support shall remain available around the clock 24/7/365 for rectification of failure/break downs of services installed.

14.1.3 For quick disposal of remedial support calls, supplier shall keep sufficient certified technical resources at Islamabad to report at ZTBL within specified support time.

14.1.4 Provide new features installations/configuration changes version up-gradations for all relevant products whenever up graded version are available.

14.1.5 Supplier will be liable to reinstall the software product/products if services fails due to hardware failure.

14.1.6 Vendor will ensure OEM back end support for any configuration, software and related problem.

14.1.7 Provide telephonic/online support in case of minor operational problems which may not require site visit.

14.1.8 Supplier to maintain checks of EoS/EoL against the existing products and advise for replacement or up-gradation where required.

### 14.2. MAINTENANCE SERVICES



### 14.2.1. PREVENTIVE MAINTENANCE (PM)

Regular preventive configuration review shall be followed on half yearly basis. Vendor shall carry out this activity with sole purpose of preventing faults from developing in the services and time to time new configurations.

Vendor shall carry out following tasks during Preventive Maintenance:

- A. Check the satisfactory operation of services installed under this agreement.
- B. Training of ZTBL staff is to be ongoing if and when required
- C. Resolution of faults, if any.
- D. Bidder will flag any issue that he feels, can effect performance of installed equipment

### 14.2.2. REMEDIAL MAINTENANCE (RM)

Under the terms of this agreement the vendor will provide comprehensive installation, configuration, management and maintenance of respective software and support services purchased by the customer. The support period will start from the date of acceptance of solution implemented by the vendor.

The description of maintenance services covered are as under.

Severity Level	Scenarios	Target Resolution Time	Penalty
High	Service affecting fault <ul style="list-style-type: none"> <li>▪ Critical service not functioning at all or not working properly.</li> <li>▪ All of the users / most of the users affected</li> <li>▪ Security Breach</li> <li>▪ Disaster Scenario</li> </ul>	< 4 Hours	As Penalty clause
Medium	Service interrupting fault <ul style="list-style-type: none"> <li>▪ Request for documentation / Logs / Reporting</li> </ul>	< 8 Hours	As above
Low	<ul style="list-style-type: none"> <li>▪ Routine preventive maintenance and reporting</li> <li>▪ Implementation of new services/New Features</li> </ul>	< 24 Hours	As above

Preventive Maintenance shall be provided on a schedule as set forth between both parties. All preventive Maintenance shall be performed after business hours or any other time on weekends mutually agreed upon by service provider and ZTBL. Request for preventive maintenance will be initiated by ZTBL and can be executed at most twice a year.

### DESCRIPTION OF SERVICES

The following table summarizes all the services covered alongside the support level

Service	Support	Delivery
---------	---------	----------

Installation & Configuration	<ul style="list-style-type: none"> <li>▪ Installation</li> <li>▪ Configuration</li> <li>▪ Maintenance</li> <li>▪ Periodic Health Check</li> <li>▪ Troubleshooting</li> </ul>	On-Site
<b><u>Services Covered</u></b>	<b><u>Dedicated Resources</u></b>	<b><u>Dedicated Help Desk</u></b>
<p><b>Proactive services</b> to maximize the availability and efficiency of infrastructure reduce risks; provide proactive support for creating and maintaining a healthy state of the equipment.</p> <p><b>Problem resolution support:</b> provide 24x7 assistance when critical services are not working at all or not working properly</p> <p>24x7 critical situation management</p>	<p>Dedicated Technical Account Manager allocation for ZTBL project. Single (Senior Level) to ensure account profiling, planning and resource facilitation, reporting and escalation management.</p> <p>Quarterly meeting with service provider project manager and dedicated resource for “Service performance goals” evaluation.</p> <p>Agreed escalation process to help ensure the most efficient resolution of all services requests.</p>	<p>Web based ticketing and direct phone support:</p> <p>Unlimited support tickets for Level 1 and Level 2 support:</p> <p>All support requests of a critical nature will be service 24/7/365.</p> <p>Additionally, both ZTBL and service provider may schedule maintenance work during non-business hours.</p>

The remedial maintenance under warranty would be provided during the Principal Period of Maintenance (PPM) and covers the services that would be provided onsite warranty for the entire period of the contract.

The ***Principal Period of Maintenance (PPM)*** for this agreement is; 24x7 for all issues.

Onsite support for RM will be done at the vendor’s cost. The vendor will provide all remedial maintenance during the agreed upon hours as described above. If the problem/issue cannot be rectified within 4 hours for High priority issue or 8 Hours for medium priority issuer or 24 hours for low priority issue the penalty clause will have invoked.

### 14.3. Call Resolution Methodology

- Log the ticket directly on the incident management system’s portal given by supplier.
- Call supplier helpline XXXX and log ticket through call agent.
- E-mail IT helpdesk of supplier.

#### 14.3.1. Level 1 Support

- Once Performance of system setup and administration activities required for optimal performance





- System troubleshooting, including checking status and usage of system components, performing functionality tests and checking availability status.

#### 14.3.2 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.
- Support requests escalated internally amongst the service provider staff. to ensure proper application/software operations, in according with the manufacturer's recommended procedures.

#### 14.4. RESPONSE TIME

- After first call, response time is 30 minutes. The Supplier representative shall contact ZTBL 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 ZTBL, Supplier engineer shall visit the site within the time given in below table to resolve the issue.

##### 14.4.1. Location & Response Time:

Complaint registration	24x7x365
Response time (on phone)	30 Min
Service affecting faults	4 Hrs
Service interrupting fault	8 Hrs
Implementation of new services	24 Hrs

##### 14.4.2 Location:

ZTBL Head Office, Islamabad

#### 14.5 TECHNICAL RESOURCE ARRANGEMENT

16.5.1 The supplier will maintain sufficient certified technical resources at Islamabad for immediate resolution of complaints.

#### 14.6. RENEWAL

This Agreement shall be in force for three (03) years with provision of extension on yearly basis, unless only client terminate it, at any time during this period by serving one month written notice in advance.

#### 14.7. PENALTY

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

Delay	Penalty/ Deduction
<b>Delay after the defined resolution time of 4 Hr</b>	<b>Deduction from quarterly payable amount of SLA</b>
2 Hrs.	10%
8Hrs	25%
24Hrs	50%
48 Hrs	100%
After 48 Hrs	5% deduction for every delayed hour



**\* If total penalties exceeds 20% of the total quarterly SLA Value. A straight deduction up to 50% of quarterly payable amount of SLA will be carried out.**

**14.8. ESCALATION PROCEDURE**

Bidder will provide the escalation matrix with complete details on the individuals and Technical Account Manager/Support Officer with proper details.

Escalation Level	Contact Details	Department	Designation	Email	Contact
Level – 1					
Level – 2					
Level – 3					

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

**14.9. DOCUMENTATION**

- Bidder will maintain support record which will be submitted for each quarterly support payment.

Support Request	Date	Time	Support Description	Category H/M/L	Action taken	Action Guide Provided	Support Request closed Date & Time

**14.10. 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 agreement.

**14.11. OBLIGATIONS OF THE CUSTOMER**

The customer shall:

- Provide a suitable installation environment
- Use the services strictly in accordance with the administration guides.
- Permit bidders, its employees full access to the environment necessary for support and installation services.
- Not permit other persons to perform any activity on the systems.

**14.12. CONFIDENTIALITY**

**14.13.1. Obligations.** If the vendor desires that information provided to Purchaser under a particular Contract be held in confidence, it will identify the information as Confidential.

**14.12.2. Proprietary** The Purchaser may not disclose confidential or proprietary information and may use it only for the purposes specifically contemplated in the Contract under which it was received. Vendor will treat tangible business and financial information of the Purchaser that has been previously identified as confidential, with the same degree of care as it does its own similar information.

The Purchaser agrees that the prices, terms and conditions of this Contract and the Schedules are confidential information. The Purchaser will not disclose this confidential information to persons not a party to this Contract without the express written permission of the Vendor.



A breach of this clause is a material breach, and the Purchaser shall acknowledge that any unauthorized disclosure of the other Party's Confidential Information may cause irreparable harm which may not be adequately compensated monetarily. In such event, the injured Party



shall, in addition to monetary damages, be entitled to remedies available to it under this Agreement, the law and equity.

#### **14.13. AMENDMENT**

No addition or modification or variation of this Contract shall be effective or binding on either of the Parties hereto unless agreed in writing and executed by the respective duly authorized representatives of each of the Parties hereto.

#### **14.14. NOTICE**

All notices and other communications in connection with this Contract shall be made by each Party at the address set forth below or to such other addresses as may be designated by a Party by giving written notice to the other Party pursuant to this section.

If to PTCL:

Designation: Fahim ur Rehman Key Accounts Manager  
Address: PTCL Corporate office, F-8/1 Exchange Islamabad  
Telephone: 0342-9108951  
Fascimile:

If to the Purchaser:

Designation: Senior Vice President  
Address: ZTBL headoffice, Zero point Islamabad  
Telephone: 051-9252756  
Fascimile:

All notices and other communications from either Party to the other, except as otherwise stated in this Contract, shall be in English, in writing and, shall be deemed received upon actual delivery or completed facsimile address.

#### **15. ANTI-BRIBERY AND ANTI-CORRUPTION OBLIGATIONS:**

15.1 The Purchaser agrees to comply with the laws and regulations that apply to it and its business with PTCL, particularly anti-bribery and anti-corruption laws and regulations.

15.2 The Purchaser warrants and represents that it has set up internal control, processes and Anti-Bribery and Anti-Corruption ("ABAC") policies to ensure that its personnel are always conducting business with PTCL in accordance with such processes, policies and applicable laws and regulations.

15.3 The Purchaser agrees that the obligations under this clause shall extend to include its owners, directors, officers, employees, sub-contractors, and agents hence the Purchaser shall be liable for any breach of this clause by any of its owners, directors, officers, employees, sub-contractors, and agents.

15.4 The Purchaser further agrees to cooperate in good faith with PTCL and its auditors, attorneys and representatives in the event of any actual or alleged violation of anti-bribery and anti-corruption laws by the Purchaser (including its owners, directors, officers, employees, sub-contractors, and agents). Such cooperation includes but shall not be limited to providing PTCL and its representatives prompt and complete access to relevant records and personnel as requested by PTCL in order to analyze facts of the matter.

15.5 Any breach of this clause shall be deemed Material Breach of this Agreement allowing PTCL, at its sole discretion, to terminate this Agreement with immediate effect, and take necessary action.



## 16. Intellectual Property Rights (IPRs)

Except as otherwise expressly provided in this Agreement, all trademarks, inventions, patents, copyrights, designs, design rights, trading names (whether or not registered) and all other intellectual property rights ("Intellectual Property") shall remain in the ownership of the person creating or owning the same and nothing in this Agreement shall confer or be deemed to confer on either Party any rights or licences in the Intellectual Property of the other Party or of any Third Party.

Neither Party shall be entitled to use any trademarks nor service marks (whether registered or not) of the other Party in any document or other medium, without the prior written consent of the other Party.

The Parties shall negotiate arrangements (including in respect of title) concerning Intellectual Property jointly developed (if any) in the course of performing this Agreement or otherwise in connection with this Agreement.

Each Party (referred to in this clause as the "Indemnifying Party") agrees, to indemnify, and keep indemnified the other Party against all liability or Loss arising directly or indirectly from, and all reasonable costs, charges and expenses incurred in connection with any claim, action, suit or demand alleging infringement by the other Party of the rights of a Third Party arising from use by the other Party of Intellectual Property disclosed or licensed by the Indemnifying Party under this Agreement. This indemnification shall represent the only remedy and form of compensation available to the other Party in relation to Intellectual Property licensed or disclosed by the Indemnifying Party under this Agreement.

Each Party shall be responsible and liable for obtaining and maintaining in that Party's name and at that Party's expense all licences, permits, consents, waivers, authorizations and Intellectual Property or other rights required for the provision of any service to that Party or the installation or the use of any equipment in conjunction therewith for the entire duration during which the Services are provided or made available to that Party. Each Party shall provide reasonable co-operation to the other Party, at the other Party's cost, in relation to all licences, permits, consents, waivers, authorizations and Intellectual Property or other rights required by the other Party under this clause.

Each Party acknowledges that any unauthorized use of the other Party's Intellectual Property may cause irreparable harm which may not be adequately compensated monetarily. In such event, the injured Party shall, in addition to monetary damages, be entitled to remedies available to it under this Agreement, the law and equity.

## 17. Conflict of Interest

The Purchaser undertake to disclose and report to PTCL any potential conflict of interest it may be aware of now or becomes aware later on. The conflict of interest covers, without limitation, situations that may influence or affect the award of this Contract including agreeing or disagreeing to any terms and conditions thereof, the conduct and decision making of PTCL personnel having role in negotiating, awarding and ensuring compliance of this Contract, and any direct or indirect family or business relationship (whether current or of past i.e. within last two (02) years) of any of the personnel of the Purchaser including its subsidiaries/affiliates with any of PTCL personnel including PTCL Affiliates. The Purchaser undertake to immediately disclose and report to PTCL any situation leading to conflict of interest, and agrees that failing to this obligation will give right to PTCL (without prejudice to any other right(s) available to PTCL) for revoking and/or terminating this Contract forthwith in addition to barring the Purchaser from any or all future contracts, bids, proposals, sub-contracts, and any other relationship with PTCL.



### **18. Liability and Indemnification**

Breach of any clause of this Contract shall be considered as a significant breach and the liability of which shall be determined by documentary evidence produced in arbitration by Non-Defaulting Party.

Both Parties do not limit their liability for death or personal injury attributable to their own negligence or the negligence of its officers, employees, agents and representatives, except to the extent of any other Party's negligence.

Both Parties agree to indemnify each other and keep each other indemnified fully and effectually against all third-party costs, claims, damages, expenses, fines, losses, liabilities and penalties incurred or sustained in consequence of the other Party's failure to perform any of its obligations, due to its negligent act or omission

The Parties agree that no Party shall be liable to the other Party for any indirect losses, including losses of revenue or profits etc.

### **19. Entire Agreement**

This Contract together with the attached Annexures contains the entire terms and conditions and constitutes the entire agreement between the Parties and cancels and supersedes any previous oral or written agreements, representations or arrangements, express or implied, by the Parties with respect to the subject matter of this Contract.

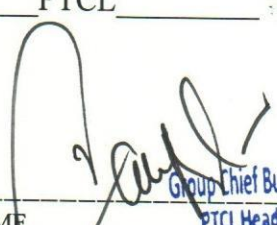
A handwritten signature or mark consisting of a stylized, abstract shape with a pointed top and a curved bottom, resembling a signature or a specific symbol.



20. Counterparts



This Agreement (Procurement of Interactive Boards) shall be executed in two (02) counterparts, and each of them shall be deemed as original.

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  
PTCL \_\_\_\_\_ PVT. Ltd  
  
NAME \_\_\_\_\_  
SIGNATURE & OFFICIAL STAMP  
Group Chief Business Solutions Officer  
PTCL Headquarter's Islamabad

For  
ZARAI TARAQIATI BANK LTD.  
  
NAME \_\_\_\_\_  
SIGNATURE & OFFICIAL STAMP  
Executive Vice President  
Information Systems Division  
ZTBL, Head Office, Islamabad

WITNESS:

  
NAME \_\_\_\_\_  
SIGNATURE & OFFICIAL STAMP  


  
NAME Zahid Mehmood Bhatti  
SIGNATURE & OFFICIAL STAMP

  
NAME \_\_\_\_\_  
SIGNATURE & OFFICIAL STAMP  
Fahim - or - Rehman

  
NAME Arslan Hameed  
SIGNATURE & OFFICIAL STAMP

PTCL Legal  


JA

# ZARAI TARAQIATI BANK LIMITED

## FINAL 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 Interactive Boards
4	Tender Enquiry No.	ZTBL-15-2021
5	PPRA Ref. No. TSE	TS463047E
6	Date & Time of Bid Closing	01.12.2021, 10:30 AM
7	Date & Time of Bid Opening	01.12.2021, 11:00 AM
8	No. of Bids Received	04 (Four)
9	Criteria of Bid Evaluation	<p>Bidder Qualification Criteria</p> <p>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 &amp; financial evaluation.</p> <p><b>BID EVALUATION CRITERIA</b></p> <p><b>Technical Evaluation Criteria</b></p> <p>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><b>Financial Evaluation Criteria</b></p> <p>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 PTCL	Not Applicable	Not Applicable	<b>Lot-1:</b> <b>Rs. 4,184,462.00</b>  <b>Lot-2:</b> <b>Rs. 3,802,587.00</b>	Accepted. Compliant to Bid Document Terms & Conditions.  Financial ranking:  Technically & Financially Compliant 1 <sup>st</sup> Lowest Bidder for Lot-1 & Lot-2.
M/s Ezy-Technologies	Not Applicable	Not Applicable	<b>Lot-1:</b> <b>Rs. 4,448,049.74</b>  <b>Lot-2:</b> <b>Rs. 4,042,119.70</b>	Accepted. Compliant to Bid Document Terms & Conditions.  Financial ranking:  2 <sup>nd</sup> Lowest Technically & Financially Compliant Bidder for Lot-1 & Lot-2.
M/s Bmitco (Pvt.) Ltd.	Not Applicable	Not Applicable	Financial proposal not opened	Rejected. Non-Compliant as per ZTBL Bid Document Clause-8 "Technical Specifications" with following reasons: <ul style="list-style-type: none"> <li>• As per product specification document, M/s Bmitco is providing touch up to 10 points while ZTBL bid document requires multi-touch up to 20 points.</li> <li>• As per product specification document, M/s Bmitco is providing non-adaptive brightness while ZTBL bid document requires adaptive brightness.</li> </ul>
M/s Nasco Traders	Not Applicable	Not Applicable	Financial proposal not opened	Rejected. Non-Compliant as per ZTBL Bid Document Clause-8 "Technical Specifications" with following reasons: <ul style="list-style-type: none"> <li>• M/s Nasco Traders providing D-LED while ZTBL bid document requirement is E-LED.</li> <li>• USB Ports are not as specified in ZTBL bid document.</li> <li>• Rolling stand is marked as "YES" in technical specification documents of M/s Nasco (lot-1</li> </ul>

# ZARAI TARAQIATI BANK LIMITED

				and Lot-2) but no relevant details are available in product specification document.
--	--	--	--	---

**Most Advantageous Bid:** M/s PTCL for Lot-1 & Lot-2

Signature: 

**NAHIDULLAH KHAN  
HEAD (IT-PF&AMD)  
ZTBL, H.O. Islamabad**

Official Stamp \_\_\_\_\_

