

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: **Maintenance Services Contract of Compute Devices (Huawei)**
- TENDER NUMBER: **ZTBL-01-2022**
- BRIEF DESCRIPTION OF CONTRACT: **Renewal of SLA of Huawei Compute Devices installed at ZTBL Primary & DR Sites to provide the ICT services across the bank.**
- TENDER VALUE: **Rs. 23,441,339.00**
- ENGINEER'S ESTIMATE: **N/A**
(for civil Works only)
- ESTIMATED COMPLETION PERIOD: **2 Weeks**
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? **Yes / No**
- ADVERTISEMENT:
 - (i) PPRA Website: **Date: 18.01.2022, PPRA'S Reference No:TS470308E**
(Federal Agencies) (If yes give date and PPRA's tender number)
 Yes/ No
 - (ii) News Papers: **Newspapers: Nai Baat & The Nation, Date: 19.01.2022**
(If yes give names of newspapers and dates) **Yes/ No**
- TENDER OPENED ON (DATE & TIME): **08.02.2022 at 11:00 AM**
- NATURE OF PURCHASE: **Local / International**
- EXTENSION IN DUE DATE (If any): **Yes / No**

- NUMBER OF TENDER DOCUMENTS SOLD: **02 (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 ZTBL)
- WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING: **N/A**
- NUMBER OF BIDS RECEIVED: **01**
- WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER: **Yes / No**
- WHETHER INTEGRITY PACT WAS SIGNED: **Yes / No**

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CONTRACT AWARD PROFORMA – II

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- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS: **01**

- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER:
M/s Computer Marketing Co. (Pvt.) Ltd, 28, Street No. 3, Sector E-11/4,
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?): **Renewal of SLA of**
Huawei Compute Devices installed at ZTBL Primary & DR Sites to provide
the ICT services across the bank.

- 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: **28.06.2022**
(Attach a copy of agreement)

- CONTRACT AWARD PRICE: **Rs. 23,441,339.00**

- 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

S/No	Firm Name	Name of Representative
01.	M/s Jaffer Business Systems	Ammar Ahmad
	M/s Computer Marketing Co. (Pvt.) Ltd.	Farukh Nadeem

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	Principal's Certificate/Letter		
2	Bid Validity is 180 Days	Clearly mention in the Bid		
3	Bid Security	Bid Security as specified in Section 14 is attached		
3.1	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		
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.		
5	Bidder's Eligibility			
i	Authorization from OEM	Attach copy of authorization letter from OEM to participate in ZTBL tender		
	Bidder has technical capabilities to provide support services / assistance during active period of Contract. Bidder will present the CVs of Certified Engineers.	Attach CVs of Certified Engineers having Huawei certification.		
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	The bidder should be providing support services for the Huawei equipment since last 3 years.	POs should be provided for the relevant devices listed in the tender.		
6	Affidavit for not being blacklisted	Affidavit that the vendor is not blacklisted by the Government or Semi Government Organization on non-judicial stamp paper.		
7	Bidder must have provide company offices details	Attach Name, Address, phone , fax, and email address		

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 _____

Evaluation Criteria

6		Scope of Work
	6.1	ZTBL has installed Huawei Blade Chassis, Blade Servers and Shared Storage in Year 2018. The service maintenance contract for three (3) years of these devices is required for smooth ICT Operations.
	6.2	Successful bidder is responsible to provide on-site support for software, firmware as well as hardware. The hardware should be operational during the contract period.
	6.3	Successful bidder is responsible for new Configuration, installation, up gradation of Software, firmware, IOS and patches as and when required, shall be carried out.
	6.4	Preventive & Remedial maintenance as per Special Condition of Contract.
	6.5	Successful bidder should review & implement new configurations as and when required by ZTBL.
	6.6	Successful bidder is responsible to keep the equipment up & running during the contract period with up-to-date patches, firmware's etc..
	6.7	Successful bidder is responsible to provide onsite support for the period of three years as per ZTBL's requirements.
	6.10	Should have office in Islamabad & Lahore.
	6.11	Should be authorize Partner of Huawei
	6.12	OEM Co-Care Services standard NBD required.
	6.13	Routine preventive maintenance (PM) shall be followed on half yearly basis. First PM will be performed upon award of contract and rest of PM shall be performed after every six calendar months.
	6.14	Remedial Maintenance Support shall remain available around the clock 24/7/365 for rectification of failure/break downs of equipment installed at locations.
	6.15	Provide telephonic support in case of minor operational problems which may not require site visit.
	6.16	Suggest any service improvement plan as per the best practices standards from Principal.
	6.17	Update ZTBL inventory whenever there is a change in any equipment at any location.
	6.18	Vendor has to ensure and enhance their internal communication and should cascade all relevant information related to ZTBL IT infrastructure to relevant interfaces for effective support
	6.19	Vendor will ensure to have certified engineers in order to meet required resolution time.
	6.20	A dedicate Project Manager will be assigned for the project who will present outcomes to the ZTBL management on quarterly basis.
	6.21	Vendor will post a fulltime technical Qualified Engineer with ZTBL Head office team for issue escalation and resolution.
	6.22	A Certified expert shall be nominated for ZTBL project on call basis.

7		List of Goods & Bill of Quantities				
		Sr #	Model No.	Qty	Equipment S/No.	Location
		1	Huawei OceanStor 2600 V3	2	2102350SJE10J4000008 2102350SJE10J4000009	1 at Primary Site Blue Area & 1 at DR site Lahore
		2	Huawei OceanStor FC Switch SNS2224	4	210235765310J4000003 210235765310J4000004 210235765310J4000005 210235765310J4000006	2 at Primary Site Blue Area & 2 at DR Site Lahore
		3	Huawei E9000 Chassis	3	210230102810J4000009 210230102810J4000010 210230102810J4000011	2 at Primary Site Blue Area & 1 at DR Site Lahore
		4	Huawei E9000 Chassis (Blade Servers)	8	210305756810J4000035 210305756810J4000036 210305756810J4000037 210305756810J4000038 210305756810J4000040 210305756810J4000041 210305756810J4000042 210305756810J4000043	Primary Site (Multi Net) at Blue Area

		5	Huawei E9000 Chassis (Blade Servers)	8	210305756810J4000045 210305756810J4000047 210305756810J4000048 210305756810J4000049 210305756810J4000052 210305756810J4000055 210305756810J4000056 210305756810J4000057	
		6	Huawei E9000 Chassis (Blade Servers)	8	210305756810J4000039 210305756810J4000044 210305756810J4000046 210305756810J4000050 210305756810J4000051 210305756810J4000053 210305756810J4000054 210305756810J4000058	DR Site (PTCL) Lahore



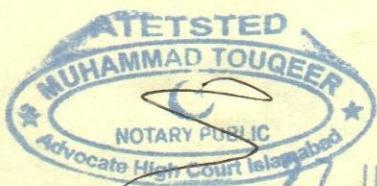
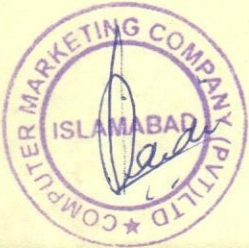
PROCUREMENT CONTRACT

THIS CONTRACT is made on this 28th day of June, 2022 between Zarai Taraqati Bank Limited through Mr. Aamir Zaffar Chaudry (hereinafter "the Purchaser"), of the one part, and Mr. Syed Sajid Ali Zaidi (Head of Business Development) of M/s Computer Marketing Company Pvt LTD Islamabad (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and Related Services, viz., **TENDER NO. TENDER NO. ZTBL-01-2022 (MAINTENANCE SERVICES CONTRACT OF COMPUTE DEVICES - HUAWEI)** published on 19.01.2022 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. [SAN Storage, Backup Software, Tape Library, Communication Cards] for a total value of **Rs. 23,441,339/-** including GST, (Rupees Twenty-Three Million Four Hundred Forty One Thousand Three Hundred & Thirty Nine Only) (hereinafter "the Contract Price"),

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract and bidding document of tender No. [ZTBL-01-2022] referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, 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



27 JUN 2022

- 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. ZTBL-01-2022

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 Agreement, 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 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.

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

8. Disputes Resolution:

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 agreement, 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 with in 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 customer reserves the right to immediately cancel this agreement and call the vendor's bank for encashment of 10% performance guarantee.

9. Contravention and Termination of Agreement:

9.1. In case any party contravenes any of the provision of this agreement 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 agreement or is not fulfilling its obligation under this agreement 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 agreement shall stand terminated after 60 days of the date of issue of second notice.

9.3. Either party may terminate the agreement 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.

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



10. Payment Terms

- 10.1 Payment shall be made to the supplier against submission of delivery documents i.e. Delivery Challan and Sales Tax Invoice.
- 10.2 ZTBL shall release the payment in shape of Pay Order/Demand Draft against the delivery, Installation and commissioning documents subject to satisfactory performance report submitted by the designated ZTBL staff.
- 10.3 Bidder should submit Yearly wise breakup of comprehensive after sales support maintenance services.
- 10.5 SLA payment will be made as annually 33.333 % (4 equal quarterly basis) for 3 years as per SLA and warranty period.

IN WITNESS whereof the parties hereto have caused this Agreement 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.

11. Validity Period

Unless terminated by the purchaser, the Procurement Contract shall remain valid for period of three years from date of Entry into Force. However, equipment warranty will start from expiry date of equipment as per OEM previous record.

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. However, equipment warranty will start from expiry date of equipment as per OEM previous record.

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 three calendar years from date of entry into force.

14. WARRANTY SERVICES TERMS & CONDITIONS

TERMS

The term of this SLA shall be as follows:

Start Date: As per Clause 12 "Entry into Force"

Duration: 36 Months

Once agreed The Contractor and The client cannot withdraw from all or any part of this agreement within the above date.

SCOPE:

- Level 1 and Level 2 support on 24x7 basis, including local and government holidays, religious holidays and strikes.



- Level 3 support from Principle.
- Open case for warranty claim, if any.
- Follow-up and rectification problems
- Routine preventive maintenance (PM) shall be followed on half yearly basis. First PM will be performed upon after 6 months of the issuance of commissioning certificate of hardware by ZTBL and rest of PM shall be performed vice versa.
- Remedial Maintenance Support shall remain available around the clock 24/7 for rectification of failure/break downs of equipment installed at specified locations.
- For quick disposal of remedial maintenance call, vendor shall keep sufficient spare parts in inventory.
- Provide firmware/IOS/version up-gradations on all equipment whenever up graded firmware/IOS/version are available.
- Vendor will be liable to replace the faulty hardware if on site repair is not possible within specified resolution time Clause 14.13.
- Supplier to maintain checks of EoS/EoL against the existing equipment and advise for replacement or up-gradation where required
- Vendor nominates dedicated Technical Account Manager (TAM) with ZTBL Head office team for issue escalation and resolution.

14.1. Under the terms of this Contract the vendor will provide comprehensive parts, material and labour on site warranties of respective goods purchased by the customer. The SLA period will start as per Clause 12 "Entry into Force"
The description of maintenance services covered by warranty is as under.

14.2. CHANGES TO THE SLA:

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

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

To the customer: SVP (IT-P&AMD),
Information Systems Division,
Zarai Taraqiati Bank Limited
Head Office,
Islamabad

To the Vendor: M/s Computer Marketing Company Pvt LTD (Pvt.) Ltd.
Suit # 28, Street # 03 E-11/4, Islamabad.

14.2.3. If any provision of this agreement 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 agreement shall be interpreted as far as possible so as to give effect to its stated purpose.

14.3. VALIDITY AND TERMINATION:



This is a Customer Warranty Service Level Agreement and shall remain valid till the time of completion of warranty period. The agreement cannot be terminated by the vendor before completion of Warranty Period of the Goods mentioned in the last of this document.

14.4. 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 Agreement

14.5. REMEDIAL MAINTENANCE: (RM)

The remedial maintenance under warranty would be provided during the Principal Period of Maintenance (PPM) and covers the services that would be provided on-site maintenance and local support for the entire SLA period mentioned in Clause 14.18.

The *Principal Period of Maintenance (PPM)* for this agreement is;
24 x 7

RM consists of those functions required to repair or replace a malfunctioning piece of the hardware and return it to good operating condition. Removal of faulty hardware and transportation to workshop and return afterward for RM and PPM will be done at the vendor's cost.

The vendor will provide all remedial maintenance during the agreed upon hours of PPM as described above. If the hardware at designated site cannot be repaired within 2 hours during the banking hours and/or within PPM after the banking hours, the vendor's field engineer will arrange necessary parts and make the equipment operational within NBD. In case the equipment is not repairable within place of installation and need to be taken to workshop for repair, backup/replacement of faulty part of same or better specifications will be provided within the designated time (NBD). Vendor's engineer will coordinate with the customer to load the necessary drivers to make the equipment usable.

14.6 Preventive Maintenance (PM):

One Preventive Maintenance Services will be provided for all the equipment installed at ZTBL Primary and DR site under warranty.

Tasks:

Following tasks would be carried out as part of the PM.

- General cleaning of the equipment for removal of dirt and dust from inside and outside.
- Run Health Checks.
- Part Service Report duly signed by the Customer representative will be forwarded to IT-Procurement & Assets Management Department upon completion of PM.
- Check hardware is functioning properly and appear to be in order.
- Resolution of faults, if any.



- Inspect all power connections against the relevant requirements.

14.7 Schedule:

- The vendor shall provide twice a year on-site preventive maintenance.
- Preferably first PM will be done upon completion of 6 months after issuance of commissioning certificate of hardware by ZTBL.
- The vendor is given flexibility in the period of 30 days.
- The vendor, in consultation with the customer, will prepare a schedule of preventive maintenance for the entire period of SLA. This schedule will be circulated to Purchaser's concerned personals in head office and if any changes to this schedule made, it should be communicated to concerned department by one week prior written intimation.

14.8 Replacement of Parts:

The vendor will replace all defective parts free of charge. This will be done under both remedial as well as preventive maintenance services. The bidder must replace defected part with brand new part supplied by Principal under warranty claim.

14.9 INVENTORY OF SPARES & BACKUP HARDWARE/DEVICES:

The vendor will maintain an adequate inventory of frequently required spare parts and back up hardware/devices at its field offices in Karachi, Lahore and Islamabad.

In case the faulty equipment/device cannot be repaired within the PPM the vendor shall provide a backup/Replacement of faulty part, which shall be of equivalent or better specifications. The vendor will take faulty equipment/device to his workshop for necessary remedial maintenance.

IF THE EQUIPMENT/DEVICE CANNOT BE REPAIRED, THE VENDOR SHALL MAKE THE BACK UP WHICH HE HAS PROVIDED TO THE CUSTOMER AS PERMANENT REPLACEMENT OF ORIGINAL EQUIPMENT AFTER APPROVAL OF THE CUSTOMER.

The vendor will keep sufficient backup units to meet any emergency. Bank will return the backup unit till return of Bank's equipment.

14.10 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.



14.11. RENEWAL

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

14.12 RESPONSIBILITIES OF THE PARTIES INVOLVED:

14.12.1CUSTOMER:

In order to keep the hardware warranty valid and avail any warranty related maintenance, the customer has the following responsibilities.

- On receiving the equipment check the contents against the packing list and immediately report any breakages, shortages, discrepancies in make/model/specifications as compared to the equipment ordered.
- No unauthorized person is allowed any maintenance on the hardware under warranty.
- Initially determining that the hardware require remedial maintenance and follow the problem determination, problem analysis, and service request procedures before requesting remedial maintenance.
- Providing free and prompt access to all hardware covered by this agreement.
- In coordination with the vendor representative, reloading programs and data after the completion of vendor maintenance, system recovery, disk initialization, and proper application audit and recovery routines and other similar procedures (if applicable) which is not in case of IT-Equipment Service agreement.
- Proper backups should be taken before any planned activity for respective Hardware/Software.

14.13 Response time

- After first call, response time is 30 minutes. The Vendor 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, Vendor engineer shall visit the site within the below mentioned time to resolve the issue

14.13- RESOLUTION TIME:

14.13.1

For technical issues vendor team will get engaged immediately on receiving the complaint and will get OEM support depending on the nature of problem & resolve issue on maximum of NBD basis.

The definition of resolution time is the time from the issuance of Email/Call Registration Number (CRN) to the field engineer's reaching the server's location.

14.13.2. Vendor's engineer needs to start problem resolution within 2 hours from its registration and replace unit if problem is not resolved within NBD from its registration.



14.13.3 The vendor must repair / replace and operationalize the primary unit with-in NBD from time of its problem registration. In case of failure of repair / replace of the primary unit, the Vendor must provide another unit/Part of same or higher in specification to mitigate the risk of equipment failure and to ensure the service availability.

14.14 PANELTY

Delay	Penalty/ Deduction
Delay in resolution of issue in network hardware, software or any configuration	Deduction from quarterly payable amount of SLA
4 Hrs	10%
8 Hrs	25%
More than 8 Hrs	5% additional amount per Hrs basis

14.15. DISPUTES RESOLUTION:

14.15.1 ARBITRATION

In case of any dispute, claim or controversy arising out or relating to the interpretation, execution or performance of this agreement, the parties shall first try to settle the matter amicably, possibly by having recourse to a mutually agreed neutral party. . 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.

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

14.15.2 Escalation:

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

- The Helpdesk of IT-Procurement & Assets Management Department of the customer will send a memo to the vendor's head office with documentary evidence for poor quality of service and /or non-compliance of the SLA.
- The vendor is bound to give a written reply of this memo within seven days from the date of memo.
- If the customer is not satisfied with the reply, then a show cause notice would be issued to the vendor for terminating the SLA.
- The vendor 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 customer and vendor's representatives would be arranged to redress the problems.
- If no reconciliation is reached as a result of this meeting, the customer reserves the right to forfeit the vendor's bank guarantee.



- The forfeiture of bank guarantee in no means void the right of customer to invoke the arbitration process if and when required, to recover the losses.
- As a result of this termination of agreement, the customer also reserves the right to reassign the assignment to another vendor of their own choice.

14.16 CONFIDENTIALITY:

14.16.1. Obligations. If vendor desires that information provided to customer under a particular Agreement be held in confidence, vendor will identify the information as Confidential.

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

14.16.3 Customer agrees that the prices, terms and conditions of this Agreement and the Schedules hereto are confidential information. Customer will not disclose this confidential information to persons not a party to this Agreement without the express written permission of the Vendor.

14.17 MANPOWER

Bidder will maintain qualified technical resources HR Team on the proposed components to deal with the maintenance services of the proposed hardware w.r.t different level of services. The team will be available in duty roster 24x7

14.18. HARDWARE SPECIFICATIONS UNDER WARRANTIES:

S.No.	Item Name	Quantity	Warranty Period (As per Clause 12 Above)
1	Huawei OceanStor 2600 V3	2	36 Months
2	Huawei OceanStor FC Switch SNS2224	4	36 Months
3	Huawei E9000 Chassis	3	36 Months
4	Huawei E9000 Chassis (Blade Servers)	24	36 Months

DETAILS:

List of Equipment's parts for SLA Support

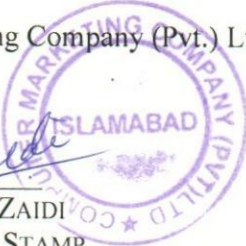
Sr #	Model No.	Qty	Equipment S/No.	Location
1	Huawei OceanStor 2600 V3	2	2102350SJE10J4000008 2102350SJE10J4000009	1 at Primary Site Blue Area & 1 at DR site Lahore
2	Huawei OceanStor FC Switch SNS2224	4	210235765310J4000003 210235765310J4000004 210235765310J4000005 210235765310J4000006	2 at Primary Site Blue Area & 2 at DR Site Lahore



3	Huawei E9000 Chassis	3	210230102810J4000009 210230102810J4000010 210230102810J4000011	2 at Primary Site Blue Area & 1 at DR Site Lahore
4	Huawei E9000 Chassis (Blade Servers)	8	210305756810J4000035 210305756810J4000036 210305756810J4000037 210305756810J4000038 210305756810J4000040 210305756810J4000041 210305756810J4000042 210305756810J4000043	Primary Site (Multi Net) at Blue Area
5	Huawei E9000 Chassis (Blade Servers)	8	210305756810J4000045 210305756810J4000047 210305756810J4000048 210305756810J4000049 210305756810J4000052 210305756810J4000055 210305756810J4000056 210305756810J4000057	
6	Huawei E9000 Chassis (Blade Servers)	8	210305756810J4000039 210305756810J4000044 210305756810J4000046 210305756810J4000050 210305756810J4000051 210305756810J4000053 210305756810J4000054 210305756810J4000058	DR Site (PTCL) Lahore

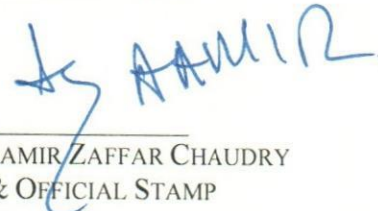
IN WITNESS WHEREOF, the parties have executed and signed this Contract as of:

For
M/s Computer Marketing Company (Pvt.) Ltd.

Syed Sajid Ali Zaidi


NAME SYED SAJID ALI ZAIDI
SIGNATURE & OFFICIAL STAMP

For
ZARAI TARAQIATI BANK LTD.

Aamir Zaffar Chaudry


NAME MR. AAMIR ZAFFAR CHAUDRY
SIGNATURE & OFFICIAL STAMP

WITNESS:

Fazalch Nadeem Zaidi
Fazalch Nadeem / 3670214567969
 NAME
SIGNATURE & OFFICIAL STAMP

Zahid Mehmood Bhatti
 NAME *Zahid Mehmood Bhatti*
SIGNATURE & OFFICIAL STAMP

NAME
SIGNATURE & OFFICIAL STAMP

Masood Abbas
 NAME
SIGNATURE & OFFICIAL STAMP

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 - one envelope procedure as defined in PPRA Rules 2004, Clause 36 (a)
3	Title of Procurement	Maintenance Services Contract of Compute Devices (Huawei)
4	Tender Enquiry No.	ZTBL-01-2022
5	PPRA Ref. No. TSE	TS470308E
6	Date & Time of Bid Closing	08.02.2022, 10:30 AM
7	Date & Time of Bid Opening	08.02.2022, 11:00 AM
8	No. of Bids Received	01 (One)
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 & financial evaluation.</p> <p>BID EVALUATION CRITERIA</p> <p>Technical Evaluation Criteria</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>Financial Evaluation Criteria</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 Computer Marketing Co. (Pvt.) Ltd.	Not Applicable	Not Applicable	Rs. 23,441,339/-	Accepted. Compliant to Bid Document Terms & Conditions. Financial ranking: Single Technically & Financially Compliant Bidder.

Most Advantageous Bid: M/s Computer Marketing Co. (Pvt.) Ltd.

Signature: _____



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

Official Stamp _____

