

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, Installation & Commissioning of UPS System at ZTBL Branches**
- TENDER NUMBER: **ZTBL-09-2021**
- BRIEF DESCRIPTION OF CONTRACT: **In order to upgrade the Bank's ICT Infrastructure, delivery, installation and configuration of UPS units required at designated branches of ZTBL across the country.**

- TENDER VALUE: **Rs. 30,183,200.00 (incl. tax)**
- ENGINEER'S ESTIMATE: **N/A**
(for civil Works only)
- ESTIMATED COMPLETION PERIOD: **12 weeks.**
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? **Yes / No**
- ADVERTISEMENT:
 - (i) PPRA Website: **Date: 07.04.2021, PPRA'S Reference No:TS448454E**
(Federal Agencies) (If yes give date and PPRA's tender number)
 Yes/ No
 - (ii) News Papers: **Newspapers: Daily Nai Baat & Daily Business Recorder, Date: 04.04.2021**
(If yes give names of newspapers and dates) **Yes/ No**
- TENDER OPENED ON (DATE & TIME): **21.04.2021 at 11:00 AM**
- NATURE OF PURCHASE: **Local / International**
- EXTENSION IN DUE DATE (If any): **Yes / No**

- NUMBER OF TENDER DOCUMENTS SOLD: **10 (Annexure-A)**
- WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS: **Yes / No**
(Ref. Bid Document Page No. 21,22).
- WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS: **Yes / No**
(Ref. Bid Document Page No. 08,09).
- 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: **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: **04**

- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER:
M/s Protective Systems (Pvt) Ltd., Office No. 07, 1st Floor, Nazar Plaza,
Satellite Town, Rawalpindi.

- 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 UPS will be**
dedicated (full time) for ATM Machine, Routers, Surveillance System,
network switches and at least One PC for each ZTBL branch.

- 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: **29.12.2021**
(Attach a copy of agreement)

- CONTRACT AWARD PRICE: **Rs. 30,183,200.00 (incl. tax) including 3 years**
on site comprehensive maintenance & support services

- 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 North Power Pakistan	Shakeel Naqvi
02.	M/s Next Level Communications	Zaid Rehman
03.	M/s MIF Solutions	Nasir Karim
04.	M/s Gemco Pakistan	M. Tariq
05.	M/s Techlink	Raza Butt
06.	M/s Protective Systems (Pvt.) Ltd.	Muhammad Hasnain
07.	M/s True Tech Solutions	Muhammad Talib
08.	M/s Azam Enterprises	Abdullah Qasim
09.	M/s Hive Tech	Mubashir Hameed
10.	M/s Makkays	Samiullah

ZARAI TARAQIATI BANK LIMITED



BID DOCUMENT **TENDER NO. ZTBL-09-2021** **PROCUREMENT, INSTALLATION** **& COMMISSIONING OF** **UPS SYSTEM AT** **ZTBL BRANCHES**

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

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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 upto the date and time defined in CLAUSE 5.3
	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. Bidder may apply any or all lots of the bid document.
	2.8	Negotiations
		There shall be no negotiations with the bidder having submitted the lowest evaluated bid or with any other Bidder.

3		PROCUREMENT PROCEDURE
		Open Competitive Bidding. Single stage - two envelope procedure as defined in PPRRA 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	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.
	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	Bidder may participate in any or all lots if there are more than one lot.
	5.2.5.1	Bidder must quote lot wise prices of all items of the lot (s) mentioned in the Section 7 “List of Goods & Bill of Quantities” (if applicable)
	5.2.6	Financial proposals of bidders quoting partial lot shall be rejected.
	5.2.7	Prices shall be submitted on the form placed in this document at ANNEXURE “E”
	5.3	BID SUBMISSION DEADLINE DATE AND TIME
	5.3.1.	All participating bidders must submit their bids on or before 21.04.2021 up to 10:30 AM.
	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 non-conformity.
	5.5	Contacting ZTBL
	5.5.1	Primary Contact Address Senior Vice President,

		<p>IT-Procurement Facilitation & Assets Management Department, Information Systems Division, Zarai Taraqati Bank Limited Head Office, Islamabad Email: nahidullah.khan@ztbl.com.pk Phone No. 051-9252756</p> <p><u>Alternate contact address:</u> Vice President, IT-Procurement Facilitation & Assets Management Department, Information Systems Division, Zarai Taraqati Bank Limited Head Office, Islamabad Email: haseeb.akhtar@ztbl.com.pk Phone No. 051-9252798</p> <p>All communications are required to be sent to both primary and alternate contact addresses (E-mail is mandatory for a response required query).</p>
	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																										
		<table border="1"> <tr> <td>ZTBL:</td> <td>Zarai Taraqiati Bank Limited</td> </tr> <tr> <td>Bidder:</td> <td>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.</td> </tr> <tr> <td>Procuring Agency:</td> <td>Zarai Taraqiati Bank Limited</td> </tr> <tr> <td>Successful bidder:</td> <td>A bidder whose bid is found technically compliant and financially lowest and issued Letter of Intent.</td> </tr> <tr> <td>Supplier:</td> <td>Successful bidder who has signed Purchase Contract with ZTBL.</td> </tr> <tr> <td>Bid:</td> <td>The set of documents including Bidders' Profile, Financial and Technical Proposals along with supporting documents & enclosures submitted by the participating bidder.</td> </tr> <tr> <td>Bid Document:</td> <td>"This Document issued by the ZTBL to provide sufficient information to bidders to participate in procurement process"</td> </tr> <tr> <td>Procurement Contract:</td> <td>"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".</td> </tr> <tr> <td>Letter of Intent:</td> <td>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"</td> </tr> <tr> <td>Invitation Letter:</td> <td>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.</td> </tr> <tr> <td>Goods:</td> <td>Means all goods/ equipment/ services/ support /software/ IT-Hardware, Trainings etc. mentioned in Sections 7&8 of this document.</td> </tr> <tr> <td>Customer:</td> <td>Zarai Taraqiati Bank Limited</td> </tr> <tr> <td>Vendor:</td> <td>Successful bidder who has signed Purchase Contract with ZTBL.</td> </tr> </table>	ZTBL:	Zarai Taraqiati 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.	Procuring Agency:	Zarai Taraqiati 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.	Customer:	Zarai Taraqiati Bank Limited	Vendor:	Successful bidder who has signed Purchase Contract with ZTBL.
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	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	<p>ZTBL shall release the payment given below, in shape of Pay Order/Demand Draft within 30 days of receipt of delivery documents subject to satisfactory performance report submitted by the designated ZTBL staff.</p> <p>➤ Installation & Configuration of Goods = (80% for UPS & 60% for Batteries)</p>

		<ul style="list-style-type: none"> ➤ Completion of 1st year support = 6% for UPS & 13% for Batteries ➤ Completion of 2nd year support = 6% for UPS & 13% for Batteries ➤ Completion of 3rd year support = 8% for UPS & 14% for Batteries <p>NOTE: The Price inclusive of Taxes of the UPS should not be greater than 40% of the total bid cost.</p>
	5.8.3	Payment shall be made according to the subsequent POs issued during the period of one Year.

6	Scope of Work	
	6.1	The bidder will deliver, install and configure the UPS units at designated branches of ZTBL across the country. The UPS will be dedicated (full time) for ATM Machine, Router, Surveillance system, network switch and at least One PC of the branch. Cost of Installation, configuration, wiring & Labor is embedded in the UPS Price however any material's cost (Distribution Box (DB), wire, breaker, socket etc.) used for the installation will be reimburse as per actual. The quality of material used for the installation will be determined by ZTBL at the time of installation.
	6.2	Bidder will install, configure and test the online status of UPS and will guide the concerned local staff about how to check the status of UPS in software.
	6.3	Bidder will completely replace the batteries (during support period (initially for 3 years)) as and when the backup time on prescribed load mentioned in technical specifications is reduced by 60 minutes.
	6.4	Bidder will provide on-site support & services to maintain the installed equipment.
	6.5	Bidder will arrange the demo to check the UPS performance & backup time and also arrange the load as specified in the technical specification.
	6.6	The quoted model should not be EOL/EOS during the support period.
	6.7	Must be of Authorized Partner (MAL must attached) of the quoted brand
	6.8	Bidder will install & configure the server based licensed centralized management software at ZTBL Head Office to administer and monitor all UPS from single console (preferably web-interface). Multiple users can monitor the UPSs concurrently. The software must alarm the low voltage, high temperature, low battery etc. of the installed UPS.

7	List of Goods & Bill of Quantities			
	7.1	Sr No.	Item	Quantity
		1	UPS 2KVA	100
		2	Automatic Voltage Regulator 5KVA	100
	7.2	Bidder will provide 3 years on-site support from the date of delivery. Further the bidder should include the cost of 3 years support in the total price of hardware.		
	7.3	The Bank reserves the right to increase or decrease the quantities by 15%.		
	7.4	Actual quantity of purchase will be determined on need basis over a period of 12 Months.		
	7.5	The Bank Reserves the right to drop any item from the list of goods.		

8	Technical Specifications	
	8.1.0	Rating / Power - 2 kVA/1.8kW
	8.1.1	UPS Type - On-Line double conversion with input power factor correction

8.1.2	Input Voltage - Single Phase Input Voltage
8.1.3	Input Frequency - Frequency Range - 40 - 70Hz (± 10)
8.1.4	Output Voltage - Single Phase Output Voltage 220/230/240 VAC $\pm 1\%$
8.1.5	Output Frequency - Frequency Range - 50 Hz
8.1.6	Output Wave Form - Pure Sine Wave
8.1.7	Load Crest Factor - 3:1
8.1.8	Overload ratings - 105%~110%
8.1.9	Bypass - Automatic (With auto return function)
8.1.10	Environment Operating temperature 0-40
8.1.11	Power Factor - 0.9 or higher at full load
8.1.12	LCD Indications
8.1.13	Alarm - Battery Low, Inverter ON(Mains Fail), Inverter Fault
8.1.14	Metering - Output Voltage , Output Current
8.1.15	Batteries : Maintenance Free Dry Batteries
8.1.16	Battery - <ul style="list-style-type: none"> • Dry Battery 60 Amp or more (Please specify no. of batteries & its V/AH rating) • Battery Cabinet Made of 16AWG MS Sheet Powder coated with ventilation louvers with fans. Battery Charger Capacity - 6Amp or more
8.1.17	Warranty & Support - Three Years for UPS, Batteries & AVR
8.1.18	Remote Monitoring - Must have Internal SNMP Card for monitoring through web remotely.
8.1.19	Backup Time - 2 Hours on 70% load i-e (2 Hrs on 1200 Watts Load)
8.2	AVR-5KVA Single Phase Input Voltage Range: 80~260V, Over & Under Load Protected, Surge protection Output Voltage Range: 220V $\pm 2.5\%$, LCD meter display

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.
	9.2	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.
	9.3	Delivery of goods shall be completed within 12 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.
	9.4	Bidder is required to deliver at ZTBL destinations at its own cost and provide copy of delivery Challan duly signed by ZTBL designated person.
	9.5	In case supplier fails to timely deliver goods/services, a penalty equivalent to 0.5% value of Purchase Order may be deducted from the Performance Security submitted by the supplier.
	9.6	Successful bidder is required to deliver unused, brand new and originally sealed equipment against the purchase order.
	9.7	Successful bidder is required to share the hardware/software/support licenses issued by the Principal/OEM for the period as mentioned in the BOQ verifiable from OEM directly.

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. Technical Specifications Compliance Matrix (Annexure–D) shall be used for evaluation. Bidder is required to provide technical data sheets.
	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”. Payment shall be made according to ordered items & their quantities.
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%.

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.
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 (no other instrument will be acceptable) with the Technical Proposal in a separately sealed envelope clearly mentioning that Bid Security is inside.
	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	Bidder should enclosed copy of Bid security (unsealed with amount struck out with black marker) with technical proposal.
	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 Only, 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 period of 3 years from the date of delivery of goods.
	14.2.5	After delivery, completion of work/acceptance of goods, coverage of warranty period, and satisfactory performance, the performance security shall be returned to the successful bidder.
	14.3	Security Forfeiture
	14.3.1	<u>Performance Security</u> 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. Performance security may also be forfeited if breach in Contract terms & condition(s) is committed by the successful bidder.

		<p>In case supplier fails to timely deliver goods/services, a penalty equivalent to 0.5% 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 agreement 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>The 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.</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>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>Disputes Resolution:</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>
	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.</p> <p>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>

16. SPECIAL CONDITIONS OF CONTRACT (WARRAANTY SERVICES TERMS & CONDITIONS)

16.1. PURPOSE

Purpose of this contract is to establish a cooperative partnership between Zarai Taraqiati Bank Limited (ZTBL) and the M/s _____ by clarifying roles, setting expectations, and providing mechanisms to keep all the equipment mentioned at **Clause 16.13** in optimum working condition as per Warranty Services Terms & Conditions

16.2. Scope of Services

- 16.2.1 Equipment shall be maintained in operational condition with backup time as specified in clause 6.3 at installation sites on 24/7/365 basis.
- 16.2.2 Routine preventive maintenance (PM) shall be followed on quarterly basis.
- 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 locations mentioned at Clause 16.13.
- 16.2.4 For quick disposal of remedial maintenance call, vendor shall keep sufficient spare parts in inventory.
- 16.2.5 Provide firmware/IOS/version up-gradations on all equipment whenever up graded firmware/IOS/version are available.
- 16.2.6 Vendor will be liable to replace the faulty hardware if on site repair is not possible within specified resolution time as specified in Clause 16.5.1.
- 16.2.7 Vendor will ensure OEM back end support for any configuration, software and hardware problem.
- 16.2.8 Provide telephonic support in case of minor operational problems which may not require site visit.
- 16.2.9 Suggest any service improvement plan in UPS as per the best practices standards from Principal.
- 16.2.10 Update inventory whenever there is a change or equipment at any location.
- 16.2.11 Vendor has to provide temporary hardware replacement as per Clause 16.6
- 16.2.12 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.
- 16.2.13 Vendor will ensure to maintain the pre-configured spares for equipment at its respective region or sub-region in order to meet required resolution time.
- 16.2.14 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)

Vendor 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.

Vendor 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 power connections against the relevant requirements and replace the connector as & when required.
- F. Check hardware is functioning properly and appear to be in order.
- G. Calibration, if required.
- H. Check network cable terminations for UPS monitoring operations
- I. Training is to be ongoing if and when required
- J. Resolution of faults, if any.
- K. Field Service Report duly signed by the ZTBL representative will be forwarded to IT-Procurement & Assets Management Department upon completion of PM.
- L. Vendor will flag any issue that he feels, can effect performance of IT infrastructure installation

16.3.2. REMEDIAL MAINTENANCE (RM)

Vendor 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.

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 vendors cost.
- G. Repair the equipment at workshop and reinstall to installation site at vendor's cost.
- H. In case repair time is estimated more than two hours, install the backup equipment of equal specifications and capacity till the time ZTBL's owned equipment is repaired and reinstalled at installation site.
- I. Field Service Report duly signed by the ZTBL 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 given by vendor.
- Call vendor helpline XXXX and log ticket through call agent.
- E-mail IT helpdesk of vendor.

16.4.1. Level 1 Support

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

- When the engineer has been assigned a ticket then he will be notified through an SMS which the engineer can receive and view on their mobile sets. The communication of notifying the engineer about the ticket is automatic.
- The engineer, after receiving an SMS needs to reply with affirmative that he has received the new assigned ticket. The incident management system has been designed to do two-way communication with the SMS gateway. When the system receives a reply back then it automatically updates the ticket. The engineer after completing the assigned job also has to reply back with “Resolved”, so the ticket can get closed in the system.
- After the engineer has completed the job and replied back with an SMS, the role of the coordinator is to call the ZTBL IT Team and verify if the problem is resolved or not. If the reply from the user is satisfactory then the ticket is closed in the incident management system.

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 vendor engagement.
- In the case of hardware replacement, vendor 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 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 time given in below table to resolve the issue.

16.5.1. Location & Response Time Zones:

	<i>Zones – I</i>	<i>Zones - II</i>
Complaint Registration	24x7x365	24x7x365
Response Time for Locations **	30 Mins	30 Mins
Resolution time at location end*	8 Hours ***	8Hrs Plus By-Road Travel Time from Zone I

16.5.2 Definition of Category of Branches:

- Zone – I Islamabad, Karachi, Peshawar, Lahore, Quetta, Multan, Sukkur and Hyderabad
- Zone – II All other locations

16.6 BACKUP ARRANGEMENT

- 16.6.1 The vendor will maintain sufficient inventory of spare parts and backup equipment exclusively for ZTBL for immediate resolution of complaints.

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

** : Telephonic or e-mail response confirmation to trouble ticket generation

*** : Official working hours i-e 09:00 AM to 05:30PM or whenever the access can be provided after office hours/public holidays

16.7. RENEWAL

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

16.8. PENALTY

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

Delay	Penalty/ Deduction
Delay in resolution of issue in UPS or any configuration	Deduction from quarterly payable amount of SLA of Faulty UPS
2 Hrs.	10%
3 Hrs	25%
4 Hrs	50%
8 Hrs	100%
More than 8 Hrs	Additional 10% Per Hour basis

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

16.9. ESCALATION PROCEDURE

All problems will 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

16.9.1 CONTACTS

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

16.9.2 Escalation Contacts

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

16.10. DOCUMENTATION

- For the hardware (UPS) 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 vendor shall not cover or extend to:
- Any damage due to negligence, accidental damage, riots, fire not covered under this agreement.
- 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 Vendor

16.12. OBLIGATIONS OF THE CUSTOMER

The customer 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 Vendors, 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 Vendor.
- Provide Vendor with a complete access to the areas where the UPS and batteries are located.

16.13. DETAIL OF EQUIPMENT COVERED UNDER MAINTENANCE:

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

SECTION 17

ANNEXURES

BIDDER'S QUALIFICATION CRITERIA

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		
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.	Bidder should have tier partnership for relevant competency available in Pakistan	Certificate from Principal/ Manufacturer as Tier Partner in Pakistan.		
ii	Bidding firm should have existence in Pakistan for the last 5 years.	Certificate of Incorporation / Registration in Pakistan.		
iii.	Bidder should be authorized distributor/partner of UPS OEM Firm	Valid authorization certificate		
iv.	Bidder should have approval letter from the principal of UPS	Project approval letter from principal/manufacturer		
v.	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. Also share the plan to provide support for UPS as per SLA		
vi.	Past experience of deploying the subject project / product / similar value in multiple organizations.	Purchase Orders/ Project Completion Report / Acceptance Certificate, or any other document from Previous Client (along with their contact numbers)		
vii.	OEM based training should be provided by vendor on the installed project / product.	Vendor will commit in writing that it will provide OEM based training		
viii.	Income tax (NTN) Certificate	Valid Income Tax (NTN) Certificate with FBR Active Tax Payer Status printout		
ix.	Sales Tax Registration Certificate	Valid Tax Registration Certificate with FBR Active Tax Payer Status printout		
x.	Vendor should have office in at least three (3) cities of Pakistan	Attach Name, Address, phone, fax, email etc and staff strength.		

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.		
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By signing this Form we hereby declare that all information provided in Sr#1 to 6 above are correct to 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

Senior Vice President
IT-Procurement Facilitation & Assets Management Department,
Zarai Taraqiati Bank Ltd,
Islamabad

WHEREAS [Name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated ____2021 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, up to 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 _____2024 (3 years from date of delivery).

Signature and Seal of the Guarantors

[Name of Bank]

[Address]

[Dated]

Manufacturer's Authorization Letter

Date: _____

Bid No.: _____

Invitation for Bid No.: _____

Title of Bid: _____

To: _____

WHEREAS _____ who are official manufacturers of _____ having factories at _____ do hereby authorize M/s _____ to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us _____ and to subsequently negotiate and sign the Contract.

Name _____

In the capacity of: _____

Signed _____

Duly authorized to sign the Authorization for and on behalf of _____

Date _____

Fax No _____

Email Address: _____

PROCUREMENT CONTRACT

THIS CONTRACT is made on this _____ day of 2021, between Zarai Taraqati 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. [-----] (TITLE OF PROCUREMENT) 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. [TENDER NUMBER] referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:
 - d. The Letter of Intent to the Supplier for Award of Contract;
 - e. The Acceptance Letter submitted by the Supplier.
 - c. The Bid Submission Sheet, the Price Schedules submitted by the Supplier.
 - f. 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. ZTBL-11-2021.
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 inducting 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 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 with in the territorial Jurisdiction of Pakistan under the law of Pakistan and place for dispute resolution will be at Islamabad.

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 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.
- 9.3. 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.
- 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 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 In case of discrepancy between unit and total price, the unit price shall prevail.
- 10.4 The prices should include the price of incidental services. No separate payment shall be made for the incidental services.
- 10.5 Financial Evaluation will be based on the sum/total price of hardware, accessories, warranty period and maintenance service price, which will be the total Bid Value / Bid Amount / Contract Price.
- 10.6 Maintenance & support services amount shall be postpaid on four equal quarterly basis (yearly).

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.

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 three calendar years from date of entry into force.

14. **MAINTENANCE SERVICES TERMS & CONDITIONS**

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 warranty period will start from the date of delivery of goods by the vendor.

The description of maintenance services covered by warranty is as under.

14.2. CHANGES TO THE THIS CONTRACT:

14.2.1. 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.

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: Information Systems Division,
Zarai Taraqati Bank Limited
Head Office,
Ithis contractmabad

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

14.2.3. 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.

14.3. **VALIDITY AND TERMINATION:**

Unless terminated by the purchase, this contract shall remain valid till the time of completion of warranty period. The Contract cannot be terminated by the vendor before completion of Warranty Period of the Goods mentioned in **Clause 14.19**.

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 Contract.

14.5. **REMEDIAL MAINTENANCE: (RM)**

Vendor shall carryout 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.

14.5.1 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 vendors cost.
- Repair the equipment at workshop and reinstall to installation site at vendor's cost.

- In case repair time is estimated more than two hours, install the backup equipment of equal specifications and capacity till the time ZTBL's owned equipment is repaired and reinstalled at installation site.
- Field Service Report duly signed by the ZTBL representative will be forwarded to IT-Procurement & Assets Management Department upon completion of PM.

14.5.2 The **Principal Period of Maintenance (PPM)** for this Contract is;
24 Hours a day, 7 days a week, 365 of year including public holidays during the contract period.

14.5.3 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 PM will be done at the vendor's cost.

14.5.4 The vendor will provide all remedial maintenance during the agreed upon hours of PPM as described above. If the hardware of a branch cannot be repaired within 4 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 in the minimum possible time. In case the equipment is not repairable within place of installation and need to be taken to workshop for repair, backup equipment of same or better specifications will be provided. Vendor's engineer will coordinate with the customer to load the necessary drivers to make the equipment usable.

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Vendor 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.

Vendor shall carry out following tasks during Preventive Maintenance:

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- Cleaning of the cooling fans and their replacement in case of noisy operation.
- Check the hardware against the records. Any change in circumstances will be reported and acted upon by written notification.
- Check the satisfactory operation of hardware against the original design criteria.
- Inspect all power connections against the relevant requirements.
- Check hardware is functioning properly and appear to be in order.
- Calibration, if required.
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- Training is to be ongoing if and when required
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- Vendor will flag any issue that he feels, can effect performance of IT infrastructure installation

14.7 Schedule:

- The vendor shall provide 'Quarter-based' on-site preventive maintenance.

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. Defective parts will be returned to vendor and will become its property.

14.9 INVENTORY OF SPARES & BACKUP HARDWARE/DEVICES:

The vendor will maintain an adequate inventory of frequently required spare parts and backup hardware/devices at its designated offices.

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

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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 initially for three year with provision of extension on yearly basis, maximum for three years. Only client can terminate it, at any time during this period by serving one month written notice in advance.

14.12 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 time given in below table to resolve the issue

14.13 Location & Response Time Zones

	<i>Zones – I</i>	<i>Zones - II</i>
Complaint Registration	24x7x365	24x7x365
Response Time for Locations**	30 Mins	30 Mins
Resolution time at location end*	8 Hours ***	8Hrs Plus By-Road Travel Time from Zone I

** : Telephonic or e-mail response confirmation to trouble ticket generation

***: Official working hours i-e 09:00 AM to 05:30PM or whenever the access can be provided after office hours/public holidays

14.14 Definition of Category of Branches:

Zone – I	Islamabad, Karachi, Peshawar, Lahore, Quetta, Multan, Sukkur and Hyderabad
Zone – II	All other locations

14.15 PAYMENT TERMS

As agreed between both parties annual cost of maintenance of equipment mentioned in Clause 12 is Rs. XXXXXXXX per annum (including all applicable taxes).

There will be no separate Preventative maintenance charges.

ZTBL will make payment of total cost in four equal quarterly installments on yearly basis as per clause 5.8 of the bid document.

ZTBL can deduct the penalty amount from quarterly payable invoice or Performance Security

14.16 PENALTY

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

Delay	Penalty/ Deduction
Delay in resolution of issue in UPS or any configuration	Deduction from quarterly payable amount of SLA of Faulty UPS
2 Hrs.	10%
3 Hrs	25%
4 Hrs	50%
8 Hrs	100%
More than 8 Hrs	Additional 10% per Hour basis

*** 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.**

14.17 ESCALATION PROCEDURE

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

14.18 Hardware Covered

14.19 EQUIPMENT DETAIL

S. No.	Description	S.No.	Installation Location
1			

2			
3			
4			
5			
5			

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

TECHNICAL SPECIFICATIONS COPMLIANCE MATRIX

AS PER SECTION 8 (EIGHT) OF THE BID DOCUMENT

PRICE SCHEDULE

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

Sr No.	Item	Unit Price	Quantity	Total Price inclusive of taxes
1	UPS 2KVA		100	
2	Batteries + Cabinet		N/A	
3	AVR- 5KVA		100	

- *Bidder should not quote a separate price for 3 years' support and this price should be included in the total price of hardware.
- Total Price inclusive of Taxes of the UPS at Sr. No. 1 should not be greater than 40% of the total bid cost.
- Prices will be valid for One year.

=====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, Installation & Commissioning of UPS System at ZTBL Branches
4	Tender Enquiry No.	ZTBL-09-2021
5	PPRA Ref. No. TSE	TS448454E
6	Date & Time of Bid Closing	21.04.2021, 10:30 AM
7	Date & Time of Bid Opening	21.04.2021, 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 & financial evaluation.</p> <hr/> <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> <hr/> <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

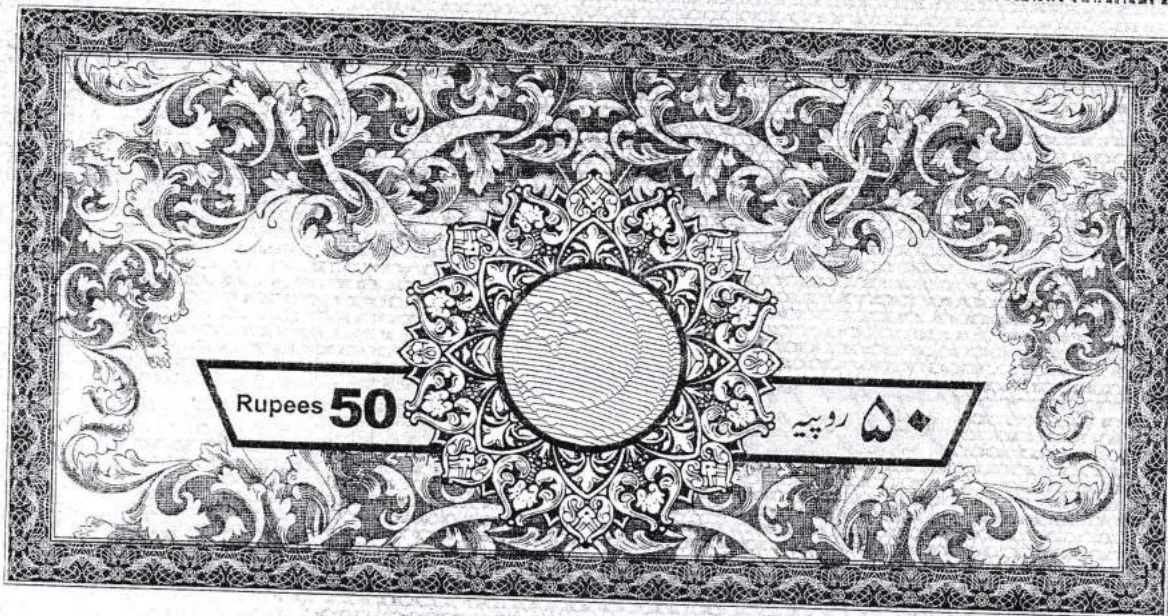
Name of Bidder	Marks		Evaluated Cost (PKR) Including taxes	Rule/Regulation/SBD/Policy/Basis for Rejection/Acceptance as per Rule 35 of PPRA Rules, 2004
	Technical (If Applicable)	Financial (If Applicable)		
M/s Protective Systems (Pvt.) Ltd.	Not Applicable	Not Applicable	Rs. 30,183,200.00	Accepted. Compliant to Bid Document Terms & Conditions. Financial ranking: 1st Lowest Technically & Financially Compliant Bidder
M/s Makkays	Not Applicable	Not Applicable	Rs. 40,844,840.00	Accepted. Compliant to Bid Document Terms & Conditions. Financial ranking: 2nd Lowest Technically & Financially Compliant Bidder
M/s Next Level Communications	Not Applicable	Not Applicable	Rs. 45,990,000.00	Accepted. Compliant to Bid Document Terms & Conditions. Financial ranking: 3rd Lowest Technically & Financially Compliant Bidder
M/s Hive Tech	Not Applicable	Not Applicable	Financial proposal not opened	Rejected. Non-compliant to Clause 5(ii), 5(vi) & 5(x) of Bidder Qualification Criteria (Annexure-A).

Most Advantageous Bid: M/s Protective Systems (Pvt.) Ltd.

Signature: 

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

Official Stamp _____



PROCUREMENT CONTRACT

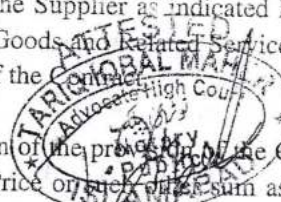
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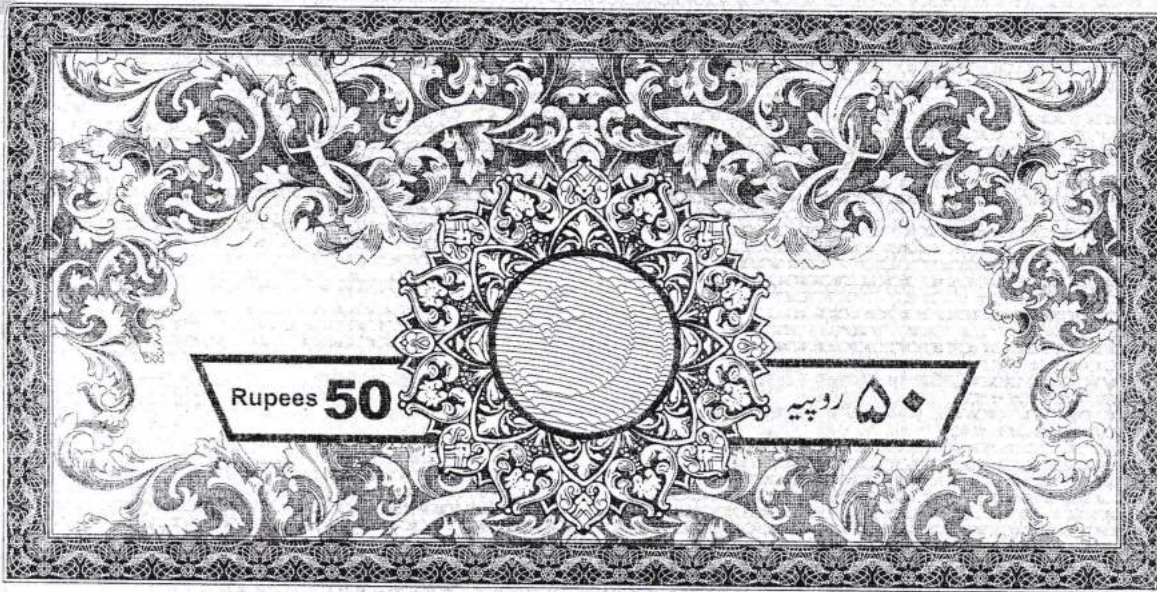
THIS CONTRACT is made on this 7th day of December 2021, between Zarai Taraqati Bank Limited through Mr. Aamir Zaffar Chaudry (hereinafter "the Purchaser"), of the one part, and Mr. Muhammad Hasnain Zahid of M/s Protective Systems (Pvt.) Ltd. [Office 7, Nazar Plaza, Commercial Market, Rawalpindi], (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and Related Services, viz., TENDER NO. [ZTBL-09-2021] (Procurement, Installation & Commissioning of UPS System at ZTBL Branches) published on [21-04-2021] 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. [100 UPS Systems with Battery Banks & AVR] for a total value of Rs. [30,183,200] including GST, (Rupees Thirty Million One Hundred Eighty Three Thousand & Two Hundred 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-09-2021 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 of Tender No. ZTBL-09-2021.
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.

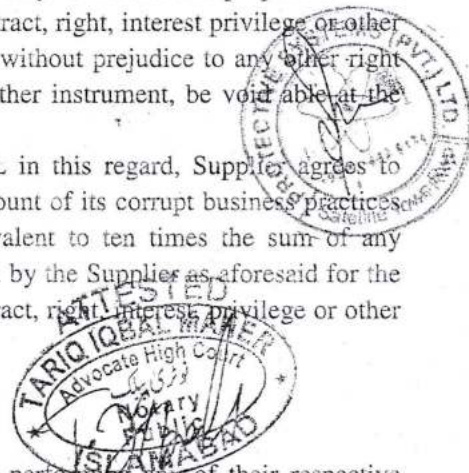
Supplier certifies that it has made and will make full disclosure of all Contracts and arrangements with all persons in respect of or related to the transaction with ZTBL and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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 voidable 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 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.

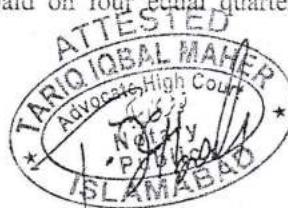
9. Contravention and Termination of Contract:

- 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 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.
- 9.3. 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.
- 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 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 In case of discrepancy between unit and total price, the unit price shall prevail.
- 10.4 The prices should include the price of incidental services. No separate payment shall be made for the incidental services.
- 10.5 Financial Evaluation will be based on the sum/total price of hardware, accessories, warranty period and maintenance service price, which will be the total Bid Value / Bid Amount / Contract Price.
- 10.6 Maintenance & support services amount shall be postpaid on four equal quarterly basis (yearly).

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.

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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.

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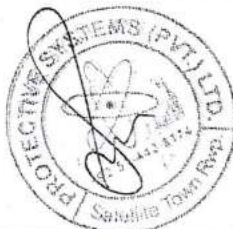
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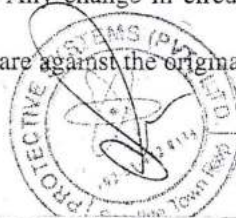
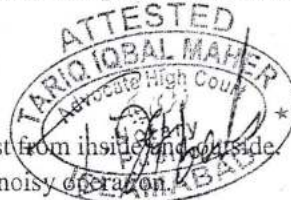
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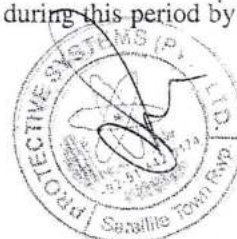
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- Identify the nature of problem and device giving the problem.

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- 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 time given in below table to resolve the issue

14.13 Location & Response Time Zones

	Zones - I	Zones - II
Complaint Registration	24x7x365	24x7x365
Response Time for Locations**	30 Mins	30 Mins
Resolution time at location end*	8 Hours ***	8Hrs Plus By-Road Travel Time from Zone I

** : Telephonic or e-mail response confirmation to trouble ticket generation

*** : Official working hours i-e 09:00 AM to 05:30PM or whenever the access can be provided after office hours/public holidays

14.14 Definition of Category of Branches:

- Zone - I Islamabad, Karachi, Peshawar, Lahore, Quetta, Multan, Sukkur and Hyderabad
- Zone - II All other locations

14.15 PAYMENT TERMS

As agreed between both parties annual cost of maintenance of equipment mentioned in Clause 12 is Rs. XXXXXXXX per annum (including all applicable taxes).

There will be no separate Preventative maintenance charges.

ZTBL will make payment of total cost in four equal quarterly installments on yearly basis as per clause 5.8 of the bid document.

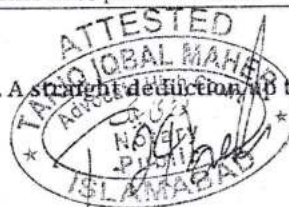
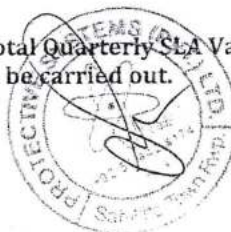
ZTBL can deduct the penalty amount from quarterly payable invoice or Performance Security

14.16 PENALTY

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

Delay	Penalty/ Deduction
Delay in resolution of issue in UPS or any configuration	Deduction from quarterly payable amount of SLA of Faulty UPS
2 Hrs.	10%
3 Hrs	25%
4 Hrs	50%
8 Hrs	100%
More than 8 Hrs	Additional 10% per Hour basis

* If total penalties exceeds 20% of the total Quarterly SLA Value. A straight deduction of 10 to 50% of quarterly payable amount of SLA will be carried out.



14.17 ESCALATION PROCEDURE

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

14.18 Hardware Covered

14.19 EQUIPMENT DETAIL

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

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

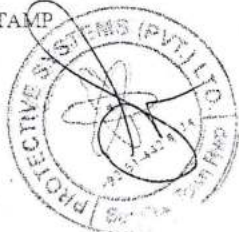
For
M/S Protective Systems (PVT) Ltd

Samraez
NAME Samraez Mansoor Abbas
SIGNATURE & OFFICIAL STAMP

WITNESS:

Shahyar Abbas
NAME _____
SIGNATURE & OFFICIAL STAMP

Muhammed Hashim Zahid
NAME Muhammed Hashim Zahid
SIGNATURE & OFFICIAL STAMP



For
ZARAI TARAQIATI BANK LTD.

Aamir Z. Chaudry
NAME AAMIR Z. CHAUDRY
SIGNATURE & OFFICIAL STAMP

Zahid
NAME Zahid Mehmood Bhatti
SIGNATURE & OFFICIAL STAMP

Syed Sammar Abbas
NAME Syed Sammar Abbas
SIGNATURE & OFFICIAL STAMP

