

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: **Renewal of Licenses of VMWare Virtualization Solution**
- TENDER NUMBER: **ZTBL-16-2021**
- BRIEF DESCRIPTION OF CONTRACT: **The renewal of VMWare licenses with local support for a period of 3-years for smooth Datacenter operations.**
- TENDER VALUE: **USD 174,625.50 (Renewal of Licenses Price for 3-years) / Rs. 809,790.00 (SLA Price for 3-years)**
- ENGINEER'S ESTIMATE: **N/A**
(for civil Works only)
- ESTIMATED COMPLETION PERIOD: **30 working days (Licenses activation & implementation)**
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? **Yes / ✓No**
- ADVERTISEMENT:
 - (i) PPRA Website: **Date: 15.11.2021, PPRA'S Reference No:TS464636E**
(Federal Agencies) (If yes give date and PPRA's tender number)
✓Yes/ No
 - (ii) News Papers: **Newspapers: Daily Khabrain & Dawn Daily, Date: 14.11.2021**
(If yes give names of newspapers and dates) **✓Yes/ No**
- TENDER OPENED ON (DATE & TIME): **07.12.2021 at 11:00 AM**
- NATURE OF PURCHASE: **✓Local / International**
- EXTENSION IN DUE DATE (If any): **Yes / ✓No**

- NUMBER OF TENDER DOCUMENTS SOLD: **04 (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: **03**
- WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER: **Yes / No**
- WHETHER INTEGRITY PACT WAS SIGNED: **Yes / No**

PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – II

To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services & Goods

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

- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER:
M/s National Engineers, Office No. 216, 2nd Floor, ISE Tower, 55-B, Jinnah Avenue Blue Area, 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?): **In order to consolidate ZTBL Datacenter environment VMWare solution were procured in year 2018 along with licenses for 3-years. The renewal of VMWare licenses are required for another 3-years for smooth Datacenter operations.**

- 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: **07.02.2022**
(Attach a copy of agreement)

- CONTRACT AWARD PRICE: **USD 174,625.50 (Renewal of Licenses Price for 3-years) / Rs. 809,790.00 (SLA Price for 3-years)**

- 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 JBS	Ammar Ahmad
02.	M/s Techaccess	M. Noman Alam
03.	M/s Northbay Solutions	Ahmed Awais
04.	M/s National Engineers	Shoaib Safdar

Bidder Qualification Criteria Form

S#	Condition	Requirement/ Document to be attached	Enclosed ? Yes/ No	Proposal Page Ref.
1	Authorization of Tender	All pages are duly signed & stamped by authorized personnel of bidder		
2	Bid Validity is 180 Days	Clearly mention in the Bid		
3	Bid Security	Bid Security as specified in Section 14 is attached		
4	Bidder must attach Title Page of Bidding Document containing serial number and original stamp/signature of issuing authority	Bidder must attach Title Page of Bidding Document containing serial number and original stamp/ signature of issuing authority		
5	Bidder's Eligibility			
i.	Bidder should have partnership for relevant competency with the principal available in Pakistan.	Certificate from Principal/ Manufacturer as Tier Partner in Pakistan.		
ii.	Authorization from OEM	Attach copy of authorization letter from OEM to participate in ZTBL tender		
iii.	Bidding firm should have existence in Pakistan for the last 3 years.	Certificate of Incorporation (registration) in Pakistan		
iv.	Bidder should have technical capabilities with latest version to provide support services during active period of contract.	CVs of Certified Engineers: VMware Certified professional on latest available version is a must that will be deputed for support.		
v.	Past experience of deploying the project of similar nature.	Purchase Orders/ Project Completion Report / Acceptance Certificate, or any other document from Previous Client (along with their contact numbers)		
vii.	Income tax (NTN) Certificate.	Valid Income Tax (NTN) Certificate with FBR Active Tax Payer Status printout		
viii.	Sales Tax Registration Certificate	Valid Tax Registration Certificate with FBR Active Tax Payer Status printout		
ix.	Audit report for last 3 years	Audit report is required		
x.	Affidavit for not being blacklisted.	Affidavit that the vendor is not blacklisted by the Government or Semi Government Organization on non-judicial stamp paper.		

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

6	Scope of Work	
	6.1	<p>Bidder will provide licenses as per list of goods and bill of quantity. After supply of licenses bidder will provide complete support for Installation/Configuration/Upgradation to latest patches or versions of products already installed in ZTBL. Bidder will also perform re-tuning of already installed products as per best practices of VMware. Following are the applications currently installed.</p> <ul style="list-style-type: none"> • Enterprise Virtualization Solution • VCenter Server • Site Recovery Manager <p>The completion of this activity and satisfactory report from ZTBL complete the Milestone 1. Completion time for milestone 1 is maximum 30 working days from the date of issuance of LOI. Any delay from bidder for the completion of activity will cause a penalty of 0.1% of Annual Maintenance Support cost on per day basis. After completion of milestone 1 bidder will do a service level agreement. Effective date of SLA will start from the date of acceptance of the milestone 1 completion.</p>
	6.2	The Bidder will ensure necessary configuration for integration of VMware services installed in ZTBL environment.
	6.3	The bidder must provide a new High Level Diagram of complete solution before installation and LLD after installation/upgradation of components installed mentioned in Scope of work. During support period HLD and LLD will be updated/created by bidders support team if any new components are installed.
	6.4	Direct OEM support should also be available to customer as in the current licenses.
	6.5	Successful bidder is responsible for new Configuration, installation, up gradation of Software, IOS and patches as and when required, shall be carried out.
	6.6	Successful bidder is responsible to keep the applications up & running during the contract period with up-to-date patches.
	6.7	Successful bidder is responsible to provide onsite support for the period of three years as per ZTBL's requirements. Bidder will provide support contact details having VMware Advance Professional Certification and his availability on premise for support ticket resolution.
	6.8	Services will be covered under three (3) years on-site maintenance support services along with OEM licenses & support as per terms & conditions of Procurement Contract mentioned at Section 17 of this document.
	6.9	Bidder should provide contract IDs from OEM in the favor of ZTBL that shows item details, EOL,EOS & Licensing period where applicable.

8	Technical Specifications
	<p>Bidder will provide complete support for Installation/Configuration/Upgradation to latest patches of products already installed in ZTBL. Bidder will also perform re-tuning of already installed products as per best practices of VMware. Following are the applications currently installed.</p> <p>Enterprise Virtualization Solution VCenter Server Standard Site Recovery Manager</p> <p>Bidder will provide complete support for all the components covered under BOQ</p>

ZARAI TARAQIATI BANK LIMITED

Final EVALUATION REPORT

(AS PER RULE 35 OF PUBLIC PROCUREMENT RULES 2004)

Final Evaluation Report Dated: 13-01-2022

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	Renewal of Licenses of VMWare Virtualization Solution
4	Tender Enquiry No.	Tender No. ZTBL-16-2021).
5	PPRA Ref. No. TSE	TS464636E
6	Date & Time of Bid Closing	07.12.2021, 10:30 AM
7	Date & Time of Bid Opening	07.12.2021, 11:00 AM
8	No. of Bids Received	03 (Three)
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

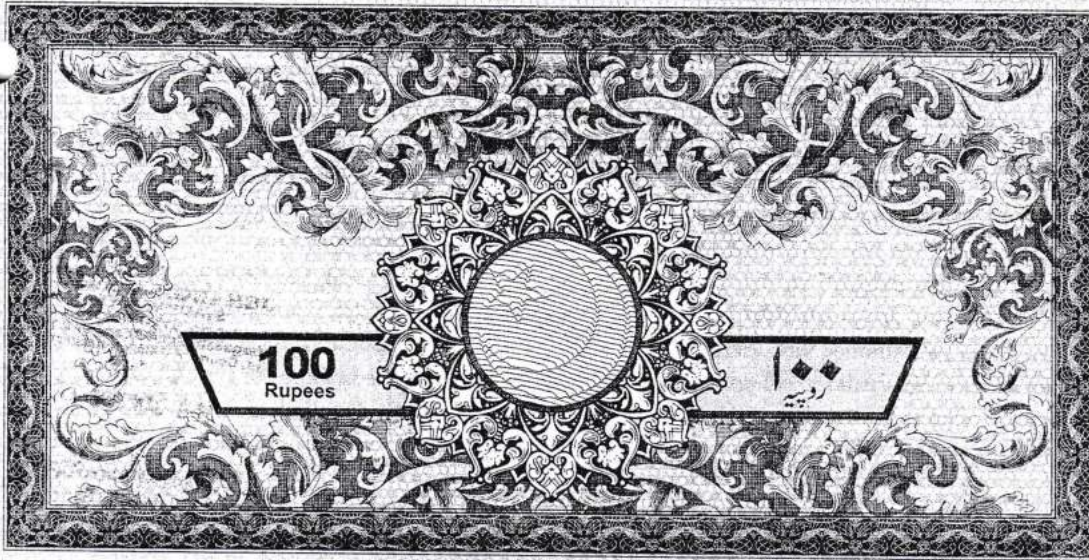
Name of Bidder	Marks		Evaluated Cost (PKR) Including taxes	Rule/Regulation/SBD/Policy/Basis for Rejection/Acceptance as per Rule 35 of PPRA Rules, 2004
	Technical (If Applicable)	Financial (If Applicable)		
M/s National Engineers	Not Applicable	Not Applicable	USD 174,625.50 (Licenses Cost) Rs. 809,790.00 Local Support for 3 years)	Accepted. Compliant to Bid Document Terms & Conditions. Financial ranking: 1st Lowest Technically & Financially Compliant Bidder
M/s Northbay Solutions	Not Applicable	Not Applicable	USD 194,897.22 (Licenses Cost) Rs. 6,174,193.41 Local Support for 3 years)	Accepted. Compliant to Bid Document Terms & Conditions. Financial ranking: 2nd Lowest Technically & Financially Compliant Bidder
M/s Techaccess	Not Applicable	Not Applicable	USD 180,081.30 (Licenses Cost) Rs. 8,873,835.63 Local Support for 3 years)	Accepted. Compliant to Bid Document Terms & Conditions. Financial ranking: 3rd Lowest Technically & Financially Compliant Bidder

Most Advantageous Bid: M/s National Engineers

Signature: _____


NAHIDULLAH KHAN
 HEAD (T-F&)
 ZCBL, H.O. Islamabad

Official Stamp _____



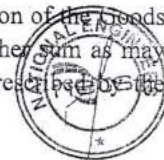
PROCUREMENT CONTRACT

THIS CONTRACT is made on this 7th day of February 2022, between Zarai Taraqati Bank Limited through Mr. Aamir Zaffar Chaudry, Group Head (hereinafter "the Purchaser"), of the one part, and Mr. Muhammad Nadeem, CEO of M/s National Engineers Office No.216 ISE Tower, 55-B, Jinnah Avenue, Blue Area, Islamabad, (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and Related Services, viz., TENDER NO. ZTBL-16-2021 (Tender Renewal of Licenses of VMWare Virtualization Solution) published on [November, 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. [vCenter Server 7 Standard Qty 02, VMware Site Recovery Manager 8.x VMs Qty 50, vRealize Operations 8 Standard CPU Qty 30, vSphere 7 Enterprise Plus CPU Qty 30] for a total value of USD 174625.50 including GST/SST, (USD 8315.50) SLA PKR Cost 809790.00 including GST/SST PKR 38561.00 (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-16-2021 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-16-2021
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 Islamabad.

[Handwritten signature]



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 as per meeting Milestones mentioned in the bidding document.

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

10.3 Payment shall be made in following manner:

Payment will be made as per Section 5.8 "Payment Terms" of the bid Document.

	5.8.3	Payment shall be made in following manner:
		<ul style="list-style-type: none"> ➤ Renewal Cost of the Licenses as per BOQ (should be verifiable from OEM's Portal): 100% Bidder should quote licensing cost (OEM Cost) in USD and local support in PKR. Payments will be made in PKR after conversion on the date of Purchase order. ➤ Completion of 1st year Maintenance Support Services = 34% of total quoted price of Maintenance support services ➤ Completion of 2nd year Maintenance Support Services = 33% of total cost of Maintenance support services ➤ Completion of 3rd year Maintenance support Services = 33% of total cost of Maintenance support services

Annual Support and maintenance Cost will be paid in 4 quarterly payments.

11. Validity Period

Unless terminated by the purchaser, the Procurement Contract shall remain valid for period of 3 years.

12. Entry into Force

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



13. Closing of Contract

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

14. WARRANTY SERVICES TERMS & CONDITIONS

14.1. Scope of Services

- 14.1.1 Services shall be maintained in operational condition at installation sites on 24x7x365 basis.
- 14.1.2 Routine preventive configuration review shall be followed on half yearly basis.
- 14.1.3 Remedial support shall remain available around the clock 24/7/365 for rectification of failure/break downs of services installed.
- 14.1.4 For quick disposal of remedial support calls, supplier shall keep sufficient certified VMware advance professional technical resources at Islamabad to report at ZTBL within specified support time.
- 14.1.5 Provide new features installations/configuration changes version up-gradations for all relevant products whenever up graded version are available.
- 14.1.6 Supplier will be liable to reinstall the software product/products if services fails due to hardware failure.
- 14.1.7 Vendor will ensure OEM back end support for any configuration, software and related problem.
- 14.1.8 Provide telephonic/online support in case of minor operational problems which may not require site visit.
- 14.1.9 Supplier to maintain checks of EoS/EoL against the existing products and advise for replacement or up-gradation where required.

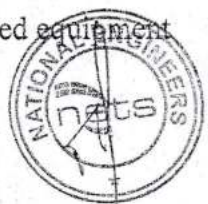
14.2. MAINTENANCE SERVICES

14.2.1. PREVENTIVE MAINTENANCE (PM)

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

Vendor shall carry out following tasks during Preventive Maintenance:

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



14.2.2. REMEDIAL MAINTENANCE (RM)

129

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

The description of maintenance services covered are as under.

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

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

DESCRIPTION OF SERVICES

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

Service	Support	Delivery
Virtualization service as defined in scope of work and technical specifications.	<ul style="list-style-type: none"> ▪ Installation ▪ Configuration ▪ Maintenance ▪ Upgrades (Security) ▪ Backups & Recovery ▪ Restoration / DR Planning ▪ Service Uptime and availability ▪ Periodic Health Check ▪ Troubleshooting 	On-Site / Remote



<u>Services Covered</u>	<u>Dedicated Resources</u>	<u>Dedicated Help Desk</u>
<p>Proactive services to maximize the availability and efficiency of infrastructure reduce risks; provide proactive support for creating and maintaining a healthy state of all virtualization related services.</p> <p>Problem resolution support: provide 24x7 assistance when critical services are not working at all or not working properly</p> <p>24x7 critical situation management</p>	<p>Dedicated Technical Account Manager allocation for ZTBL project. Single (Senior Level) to ensure account profiling, planning and resource facilitation, reporting and escalation management.</p> <p>Quarterly meeting with service provider project manager and dedicated resource for "Service performance goals" evaluation.</p> <p>Agreed escalation process to help ensure the most efficient resolution of all services requests.</p>	<p>Web based ticketing and direct phone support:</p> <p>Unlimited support tickets for Level 1 and Level 2 support:</p> <p>All support requests of a critical nature will be service 24/7/365.</p> <p>Additionally, both ZTBL and service provider may schedule maintenance work during non-business hours.</p>

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

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

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

14.3. Call Resolution Methodology

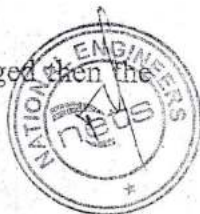
- Log the ticket directly on the incident management system's portal given by supplier.
- Call supplier helpline (051 2894260) and log ticket through call agent.
- E-mail IT helpdesk of supplier (ztbl.support@ne.com.pk).

14.3.1. Level 1 Support

- Once Performance of system setup and administration activities required for optimal performance
- System troubleshooting, including checking status and usage of system components, performing functionality tests and checking availability status.

14.3.2 Level 2 Support

- If the engineer is unable to resolve the issue, and level 2 support needs to be engaged then the engineer will notify the coordinator who manages supplier engagement.



[Handwritten signature]

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

14.4. RESPONSE TIME

- After first call, response time is 30 minutes. The Supplier representative shall contact ZTBL to determine nature of fault and guide telephonically if issue can be resolved without engineer visit.
- If problem is not resolved telephonically and necessitated by ZTBL, Supplier engineer shall visit the site within the time given in below table to resolve the issue.

14.4.1. Location & Response Time:

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

14.4.2 Location:

ZTBL Head Office, Islamabad & PTCL Commercial Datacenter Lahore.

14.5 TECHNICAL RESOURCE ARRANGEMENT

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

14.6. RENEWAL

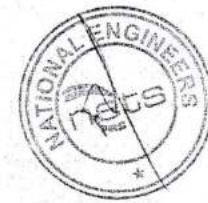
This agreement shall be in force for three years with provision of extension on yearly basis, unless only client terminate it, at any time during this period by serving one month written notice in advance.

14.7. PENALTY

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

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

* 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.



14.8. ESCALATION PROCEDURE

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

Escalation Level	Contact Details	Department	Designation	Email	Contact
Level - 1	24x7 Help Desk Service	O&M	Help Desk Support	ztbl.support@ne.com.pk	051-2894260
Level - 2	Asad Abbas	O&M	O&M Manager	asad.abbas@ne.com.pk	0336-5748636
Level - 3	Saleem Nawaz	O&M	Technical Head	Saleem.nawaz.ne.com.pk	0300-6308506

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

14.9. DOCUMENTATION

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

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

14.10. LIMITS OF SERVICE

- The service performed by supplier shall not cover or extend to:
- Any damage due to negligence, accidental damage, riots, fire not covered under this agreement.

14.11. OBLIGATIONS OF THE CUSTOMER

The customer shall:

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

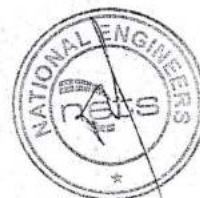
14.12. CONFIDENTIALITY

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

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

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

Handwritten signature



14.13. AMENDMENT

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

14.14. NOTICE

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

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

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 National Engineers

Muhammad Nadeem (CEO)

NAME

SIGNATURE & OFFICIAL STAMP

Muhammad Nadeem


For
ZARAI TARAQIATI BANK LTD.

NAME

SIGNATURE & OFFICIAL STAMP


RAMIR

WITNESS:

Muhammad Salman (AM Accounts)

NAME

SIGNATURE & OFFICIAL STAMP

M. Salman


NAME

SIGNATURE & OFFICIAL STAMP

Souhaib Safdar (Key Account Manager)

NAME

SIGNATURE & OFFICIAL STAMP

Souhaib Safdar


NAME

SIGNATURE & OFFICIAL STAMP