

**PUBLIC PROCUREMENT REGULATORY**  
**AUTHORITY (PPRA)**

**CONTRACT AWARD PROFORMA – I**

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

- NAME OF THE ORGANIZATION/DEPTT: **Zarai Taraqati Bank Limited**
- FEDERAL / PROVINCIAL GOVT: **Federal**
- TITLE OF CONTRACT: **Procurement of Service Desk Solution**
- TENDER NUMBER: **ZTBL-13-2021**
- BRIEF DESCRIPTION OF CONTRACT: **SBP Regulatory requirement for acquisition of automated incident reporting and resolution mechanism.**
  - TENDER VALUE: **Rs. 7,805,824.00**
  - ENGINEER'S ESTIMATE: **N/A**  
(for civil Works only)
- ESTIMATED COMPLETION PERIOD: **6-8 Weeks delivery time and 120 days for Installation, Configuration, Migration, DR Setup and finalization**
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? **✓Yes / No**
- ADVERTISEMENT:
  - (i) PPRA Website: **Date: 13.09.2021, PPRA'S Reference No:TS459751E**  
(Federal Agencies) (If yes give date and PPRA's tender number)  
**✓Yes/ No**
  - (ii) News Papers: **Newspapers: Business Recorder & Jang,**  
**Date: 15.09.2021**  
(If yes give names of newspapers and dates) **✓Yes/ No**
- TENDER OPENED ON (DATE & TIME): **20.10.2021 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: **02**
- 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**

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**Public Contracts of Works, Services & Goods**

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS: **02**
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER:  
**M/s Arwen Tech, S-09, 2<sup>nd</sup> Floor, Aklasc Plaza, G-10 Markaz, Islamabad.**
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATED BID): **1<sup>st</sup> Lowest Evaluated Bidder**
- NEED ANALYSIS (Why the procurement was necessary?): **SBP Regulatory requirement for acquisition of automated incident reporting and resolution mechanism**
- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe): **In order to address the bidder queries and to expect better competition**
- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS: 

<b>✓Yes / No</b>
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- DATE OF CONTRACT SIGNING: **14.04.2022**  
(Attach a copy of agreement)
- CONTRACT AWARD PRICE: **Rs. 7,805,824.00**

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

**Annexure-A**

S/No	Firm Name	Name of Representative
01.	M/s Arwen Tech (Pvt) Ltd.	Anjum Khaleeq
02.	M/s Inbox Business	Muhammad Hussain
03.	M/s Premier Star Tech (Pvt) Ltd.	Ishtiaq
04.	M/s PTCL	Fahim

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 14.1.1 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	<b>Bidder's Eligibility</b>			
i.	Bidder relationship with principal firm	Certificate from Principal/ Manufacturer as Authorized Partner in Pakistan.		
ii.	Bidder has technical capabilities to provide support services / assistance during active period of Contract from the date of signing of Maintenance and support contract to cover support period.	Vendor must have at least a technical resource of related product (s) who are certified on the quoted Software Application and deputed for the deployment at ZTBL.		
iii.	Bidder must have at least one successful deployment and at least one active support contract of proposed/similar solution SM & CMDB having at least 1000 Nodes & 50 Servers.	Bidder must share PO& Signoff document and active support contract.		
iv	Income tax (NTN) Certificate	Valid Income Tax (NTN) Certificate		
v.	Sales Tax Registration Certificate	Valid Tax Registration Certificate		
vi	The Bidder should have installed similar products in reputable organization and provided satisfactory support,	Bidder will provide Purchase Orders and Project Completion Report / Acceptance Certificate.		
6	Affidavit for not being blacklisted	Affidavit that the vendor is not blacklisted by the Government or Semi Government Organization on non-judicial stamp paper.		
7	Proof of financials	Audited Balance sheet for last three years		
8	Name, Address of the vendor, phone , fax, and email address	Detail of company address to be provided.		

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 \_\_\_\_\_

8		Technical Specifications																																																																														
As mentioned in above scope of work. Bidder have to submit technical compliance on the below mentioned list in accordance with the scope of work mentioned in the bidding document. Below mentioned technical specifications are for qualification criteria, whereas all default features that are part of the marketing collateral will be considered part of the offer.																																																																																
<table><tr><th>Service Management Automation Solution</th><th>Compliance</th></tr><tr><td>Module</td><td></td></tr><tr><td>General Requirements</td><td></td></tr><tr><td>Out of the box workflows supporting IT Service Management processes</td><td></td></tr><tr><td>Users can quickly create their own dashboards (pie charts / bar charts) from any data in the system</td><td></td></tr><tr><td>Solution built on industry standards and best practices</td><td></td></tr><tr><td>Support for various date formats and currencies</td><td></td></tr><tr><td>Must support multi-tenancy out of the box</td><td></td></tr><tr><td>Ability to read, import and share data from other sources</td><td></td></tr><tr><td>Ability to write, export and share data with other sources</td><td></td></tr><tr><td>Support for multiple languages</td><td></td></tr><tr><td>Support for integrations with Microsoft Active Directory and any other LDAP compliant sources</td><td></td></tr><tr><td>Integration with e-mail services</td><td></td></tr><tr><td>Supports inputting of data in different languages</td><td></td></tr><tr><td>Must have the ability to configure workflows and business rules without any external code (i.e. Codeless)</td><td></td></tr><tr><td>To future proof our infrastructure the solution must have the flexibility to be deployed on-premise, in containers, in the public cloud or on virtual environments</td><td></td></tr><tr><td>Solution should support mobile smart phone clients (iPhone, Android)</td><td></td></tr><tr><td>Please describe how our processes can be automated using your tools.</td><td></td></tr><tr><td>Please describe the analytical capabilities of your tools.</td><td></td></tr><tr><td>Ability to support single sign-on</td><td></td></tr><tr><td>Users must be able to open multiple records simultaneously without the need to open multiple user sessions.</td><td></td></tr><tr><td>Must support multiple time zones.</td><td></td></tr><tr><td>Is there multiple language support at the end-user GUI?</td><td></td></tr><tr><td>Are all passwords used in your application encrypted?</td><td></td></tr><tr><td>Does your solution support SSL?</td><td></td></tr><tr><td>Your solution must be easy to upgrade, with minimal downtime</td><td></td></tr><tr><td>How often are new releases, upgrades, and patches issued for this solution?</td><td></td></tr><tr><td>Describe the language and localization support provided for the solution.</td><td></td></tr><tr><td>The tool must have native out of the box Data Analytics capabilities</td><td></td></tr><tr><td>Self Service</td><td></td></tr><tr><td>Requirement</td><td></td></tr><tr><td>Ability to provide a customer self-service portal where a customer may access knowledge base articles, submit requests, and monitor the status of their requests.</td><td></td></tr><tr><td>Have the ability to have a type-ahead feature (i.e. Google like search)</td><td></td></tr><tr><td>Ability to provide an end-user interface through which employees can order standardized goods and services from various groups. 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	document links and Service Catalog item links or automating common cases		
	Capability to transfer chat request from Virtual agent to Live Agent upon end user request		
	<b>Incident Management</b>		
	<b>Requirement</b>		
	The solution supports the creation, modification, resolution and closure OR cancellation of incident records.		
	The solution supports the ability to automatically generate a unique case number to each request		
	Capability to link Incidents to Problem Records, Knowledge Base, known workarounds and RFCs		
	Ability to automatically link to the Configuration Management database or Configuration Management data from the text entered in the description		
	Ability to notify incident owners when the associated problem is resolved		
	Capability for storing historical incident data and other Incident related information including an audit log with updates and resolutions		
	Ability to automatically create a Problem, Change, Knowledge base article, News Item, Request		
	Flexible search capabilities for incident matching and trending.		
	Ability of the tool to facilitate the automatic prioritization, assignment and escalation of Incidents based on the record categorization.		
	The solution supports the ability to automate incident models and workflow based on record classification.		
	Ability to support hierarchical escalation, either manually or via business rules, upon incident status change, priority change and/or service-level clock expiration.		
	Ability to integrate with event and alert monitoring tools, and allow for automatic creation, update and closure of tickets from these tools		
	Ability to input free text, screen captures, and file attachments for the recording of incident descriptions and resolution activities.		
	Ability to associate incident records to user and customer data.		
	Ability to use configurable closure categorization codes upon incident closure.		
	Ability to use knowledge and/or support scripts for incident diagnosis and resolution.		
	Ability to create several tasks in the scope of a unique incident record		
	Ability to create different workflows depending on the incident Category		
	The ability for hierarchical notification about incidents that exceed or will soon exceed Priority/SLA parameters.		
	The ability to put incidents on hold so time does not count against SLA.		
	Ability to differentiate between an incident and a service request.		
	Ability to see time left until the next Service Level Target on response time (associated with priority or SLA).		
	Resolved tickets will automatically trigger an email to the user.		
	Automated ticket closure at a predetermined number of business days after a ticket enters resolved status.		
	Ability to reactivate incident in resolved status.		
	Ticket priority automatically determined by impact and urgency.		
	Must track trends to help identify consistent problem areas and potential long-term resolutions.		
	Must have the capability to automatically assign incidents to a resolution group and notify monitoring groups, based on established rules, with the ability for the operator to override when necessary		
	Must automatically determine urgency and priority, based on the specific failed component, with the ability for the operator to override when necessary		
	Must automatically notify appropriate support and management personnel based on established rules (for example: specific failed		



	component, priority, severity, time of day, day of week).		
	Must be age sensitive, notifying appropriate support and management personnel based on the age of an unresolved problem.		
	Must create a full audit trail, with the ability to show who modified the record and the ability to recreate the record at any point in the record's life cycle.		
	Must be capable of automatically opening an incident ticket when a failed component is identified by a network and systems management tool.		
	Must keep track of the total time the incident was worked while open. This total time should not include suspended or frozen state time. The time should be broken down by individual		
	Any proposed incident management solution should be fully integrated with change, configuration item, service level, and problem management solutions.		
	The vendor must propose a fully integrated run book automation tool that can be used for the following:		
	Auto Fulfill requests coming from end users through self-service portal such as Microsoft Exchange configuration		
	Automatic Incident Notification through Email/SMS/Portal Alert		
	<b>Service Request</b>		
	<b>Requirement</b>		
	Must maintain a catalog of approved products and services for easy end user reference.		
	Must display workflow graphically.		
	Must allow end users to facilitate and track their own requests, decreasing help desk involvement and wasted man-hours.		
	Must automate and track the process of ordering products and services from initial request through delivery and distribution of the solution or product.		
	Must maintain a catalog of approved products and services for easy end user reference.		
	Must display workflow graphically.		
	Must have the capability to plan for tasks in graphical interface to support planning for Task automation		
	Request Tasks can be planned ahead of actual request using Task templates and Request models to save time of repetitive tasks and requests by automation of tasks		
	Task Automation execution is required for repetitive requests, using orchestration workflows to automate request fulfillment is required for set of use cases that will be agreed on during design workshop		
	Must have Live Support UI which allow helpdesk agent to quickly identify the recent request ticket from the user		
	Must have Live Support UI provide automatic solution suggestions once the helpdesk agent insert the problem description in the new request		
	<b>Service Catalog</b>		
	<b>Requirement</b>		
	Solution must provide an end user interface through which employees can order standardized IT goods and services.		
	Must provide ability to search the catalog as well as navigate through it hierarchically		
	Must provide user-options for items		
	Must support ordering of bundles		
	Should provide ability to define recurring costs associated to an item (ie monthly service cost)		
	Catalog should be easy to administer and maintain		
	Access controls on the item level (Users can only order items for which they have access/permission to order)		
	Delivery/Fulfillment Service Levels can be defined		
	End-users must be able to track the status of their request via a web interface		
	Solution should provide ability to import from external catalogs		
	Approval requirements must be definable		

	Support for simple and complex approval matrices		
	Self-Service Approvals - ability to approve requests, changes and knowledge articles via self-service interface		
	End-users should be able to view the catalog		
	<b>Problem Management</b>		
	<b>Requirement</b>		
	Must align with ITIL v3 Problem Management processes.		
	Problem management solution should be a separate process (not a subset of the incident management processes).		
	Solution should distinguish between problems and known errors.		
	Problem management process should support multiple phases as defined by ITIL		
	Must enable the automated matching of incidents to problems and known errors.		
	Must be able to relate and link problems to specific incidents.		
	Must be able to relate multiple incidents to a single problem		
	Must provide the ability to categorize problems.		
	Must be able to relate problems to configuration item records.		
	Must display problem workflow graphically		
	Ability to assign problems and problem tasks to problem analysts and track problem resolution		
	Ability to associate a problem with a Request for Change (RFC) once a resolution or change has been identified		
	Must provide a secure historical audit log of all updates to problem records.		
	Solution should be able to track known errors as separate records		
	Problem records should be able to be linked to multiple incidents, configuration items, and known error records		
	Ability to assign and track multiple tasks and multiple parties		
	Root cause and work-around for each task should be documented		
	The same process flow designed must be visible in every problem record, along with the current status of the process activity is.		
	Support for Proactive Problem Management, the solution must reduce time to identify problem with Incident Analytics capability		
	<b>Change Management</b>		
	<b>Requirement</b>		
	Must align with ITIL Change Management processes		
	Change process audit ability for SOX and regulatory requirements		
	Support for the complete Change lifecycle		
	Provide for an unlimited number of change categories/types		
	Must provide for an unlimited number of change phases and tasks for a change		
	Tailorable change workflow		
	Solution supports templates to expedite change request data entry.		
	Should be able to open a change directly from an incidents or problems and pre-populate the change with fields from the incident, problem and CI records		
	Change requests should capture actual and scheduled start/end dates as well as special instructions, back-out plans etc		
	Should allow for RFCs to be assigned and reassigned to individuals or groups		
	Support creation of tasks (work processes) that can be assigned to individuals as part of the change process		
	Should handle the change process from the point of request through acceptance, scheduling, approval, review, coordination and cost accounting		
	Should be able to accommodate mass changes		
	Solution should facilitate the task of updating the CI information in the CMS		
	Support for attachments and links to external documents such as test or backout plans		
	Support for groups of changes (releases)		
	Should support release and deployment management as part of the		

	change process		
	Automated impact analysis		
	Consolidated view of forward schedule of change		
	Should provide proactive notification to stakeholders and CAB members for changes with critical business impact, collision and compliancy issues.		
	Automated and flexible approval process; supports simple to complex approval models		
	Should provide the ability to approve, retract or reschedule a change online prior to or during a CAB meeting		
	Tight integration with Configuration Management and the CMDB		
	Change Implementation with approval from Committee Members		
	Ability to look at the history and success rates, and risk profiles of similar past changes		
	Complete audit trail of all change decisions		
	Facilitates post-implementation review		
	Automatic notification to change stakeholders		
	Must be able to create a task plan by each change record.		
	<b>Knowledge Management</b>		
	<b>Requirement</b>		
	Fully integrated Knowledge Management module		
	Solution should provide Knowledge Management reports out-of-box		
	Must use the description field from the ticket to search the knowledge		
	Must show the knowledge base article related to the ticket/issue.		
	Should support a variety of search methodologies		
	Solution must provide the ability to create an FAQ section based on categories		
	Allow user feedback to rate/score content for usefulness related to the inquiry.		
	The user's profile should determine what Knowledge documents they are allowed to search and view and publish		
	Ability for users to flag incidents or problems as candidate solutions for the knowledgebase.		
	Solution should have a defined workflow process for reviewing and approving pending knowledge articles. Can the workflow be displayed graphically?		
	The solution must allow a single knowledge article to contain some content that is visible only to certain consumers		
	Solution should provide simple, web-based graphical user interface		
	Users should be able to find FAQs and the solutions to common incidents and avoid contacting the service desk		
	Solution should provide the ability to count how many times the users were able to solve problems using the knowledgebase and which items solved problems		
	Solution should provide security according to defined user roles (access levels to content, document approvals, authoring, and so on)		
	Solution should provide support for mulit-lingual labels		
	<b>Configuration Management System Technical Specification</b>		
	<b>CMDB</b>		
	<b>Structure / Framework</b>		
	CMDB Solution should provide a simple graphical user interface (GUI) for administration of configuration management database (CMDB) classes and relationship types		
	· Support for import/export of configuration item (CI) types, relationships and other meta data		
	CMDB solution should provide reusable, out of the box, frameworks/perspectives for quickly revealing related elements in a service model based on interested constituencies		
	<b>Customization</b>		
	CMDB solution should provide ability to customize and add impact rules		

	<b>UI</b>		
	Should be capable of supporting functionality to easily visualize features of CI types such as:		
	<b>Reporting</b>		
	CMDB solution should provide a robust reporting framework to aide in management and technical reporting on the contents of the CMDB		
	Reporting framework should support reporting output in formats like HTML, CML, CSV, Excel, PDF, Pie Charts and Graphs		
	Solution should provide the ability to schedule and e-mail reports.		
	<b>Change Tracking</b>		
	Solution should be capable of detecting and recording change history at the CI type and CI attribute levels.		
	CMDB solution should provide the ability to configure various aspects of change tracking at the CI attribute level		
	CMDB solution should supports change management processes such as detecting unplanned changes and matching actual changes to planned changes		
	CMDB solution should provide ability to compare CIs against each other		
	<b>Federation / Integration</b>		
	CMDB solution should be capable of supporting integration		
<b>TECHNICAL DELIVERABLES</b>		<b>Compliance</b>	
Project Plan (To be delivered with technical proposal)			
Detail Solution Diagram for Primary and DR Site. (To be delivered with technical proposal)			
Applications Installation, Configuration, DR Drill, Backup and Recovery Scripts and data replication Manuals (To be delivered at project completion)			
Bidder will provide daily monitoring Benchmarks			
Administrator Manuals for all products. (To be delivered before project signoff/project completion)			
Comprehensive backup and restoration procedure and documentation. (To be delivered before project sign-off/ completion)			
Project Closure/Completion Report (To be delivered at project completion)			
The Bank has made best efforts to ensure all specifications are generic in nature. Any brand or proprietary trademarks (if any) mentioned in the document are used to describe the functions and performance of IT equipment. Bidder may quote the equivalent or better products having same functionalities and performance in their proposal.			





### PROCUREMENT CONTRACT

THIS CONTRACT IS MADE ON THIS 14 DAY OF APRIL, 2022, BETWEEN ZARAI TARAQIATI BANK LIMITED THROUGH MR. AAMIR ZAFFAR CHAUDRY, EVP, INFORMATION SYSTEM DIVISION(HEREINAFTER "THE PURCHASER"), OF THE ONE PART, AND MR. ANJUM KHALEEQ, BUSINESS DEVELOPMENT MANAGER OF M/S ARWENTECH PVT LTD. S/08,09 AKLASC PLAZA BEHIND BABRI MASJID G-10 MARKAZ ISLAMABAD (HEREINAFTER "THE SUPPLIER"), OF THE OTHER PART:

WHEREAS the Purchaser invited bids for certain BOQ items and Related Services, viz., TENDER NO. ZTBL-13-2021 Procurement of Service Desk Solution published on [15.09.2021] and has accepted a Bid by the Supplier for the supply of BOQ items and Related Services required under Scope of Work and Technical Specifications/BOQ clauses, i.e.

S/N	Description	Qty
1	Halo ITSM for 30 agents (combinations of concurrent and named) perpetual license	1
2	Arwen Tech Professional Services	1
3	Arwen Tech Operation and Maintenance for 3- Years	1

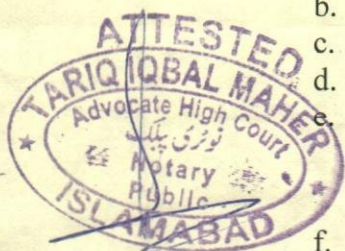
for a total value of Rs. 7,805,824 including Taxes, (hereinafter "the Contract Price"),

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract and bidding document of tender No. ZTBL-13-2021 referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- the Letter of Intent to the Supplier for Award of Contract;
- the Acceptance Letter submitted by the Supplier
- the Bid Submission Sheet, the Price Schedules submitted by the Supplier.
- the Technical Specification submitted by the Supplier in their bid
- 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
- the Bidding Document of Tender No. [ZTBL-13-2021]



11 APR 2022



3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the BOQ items 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 BOQ items 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 BOQ items, services and works.

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

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

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

Supplier accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest privilege or other obligation or benefits obtained or procured as aforesaid shall,





without prejudice to any other right and remedies available to ZTBL under the law, contract or other instrument, be void able at the option of ZTBL.

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

**7. Force Majeure:**

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

**8. Disputes Resolution:**

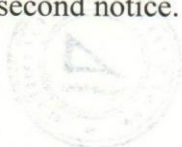
All disputes, controversies or differences which may arise between the Supplier and the Purchaser out of or in relation to or in connection with this agreement, shall be settled amicably. If it is not possible to settle the matter amicably, the dispute, controversies or differences shall be finally settled by arbitration in accordance with the provisions of Arbitration Act, 1940 with the consent of both parties. An arbitrator shall be mutually appointed by the both parties having sufficient knowledge of law for dispute resolution.

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

**9. Contravention and Termination of Agreement:**

9.1. In case any party contravenes any of the provision of this agreement or is not duly fulfilling its obligations, it shall serve a written notice on the other party for rectification of contravention or fulfillment of obligation, as the case may be, and it shall be mandatory obligation of the other party to rectify the contravention or fulfill the obligation within 30 days of notice.

9.2. In case the party, which contravenes any of provisions of this agreement or is not fulfilling its obligation under this agreement does not rectify the contravention or fulfill its obligation within 30 days of date of receipt of the notice, the other party shall serve another / second notice, impressing upon the defaulting party that, in case rectification of contravention is not made good or obligation is not fulfilled, the agreement shall stand terminated after 60 days of the date of issue of second notice.





9.3. Either party may terminate the agreement based on some solid grounds / reason at any time by a written notice of termination delivered not less than 30 days prior to the termination date. In case of unjustified / unnecessary termination, the matter shall be resolved through arbitration.

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

## 10. Payment Terms

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

10.2 ZTBL shall release the payment in shape of Pay Order/Demand Draft against the delivery, Installation and commissioning documents subject to satisfactory performance report submitted by the designated ZTBL staff.

S.No.	Milestone	% of Total Bid Price
2	Installation and configuration of the complete solution as per scope of work. Acceptance of the project closure report by ZTBL.	70%
3	On meeting Maintenance Support Services Contract for 3 years (payment will be made at end of each quarter out of 10% allocated for that year)	30%

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

## 11. Validity Period

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

## 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. WARRANTY SERVICES TERMS & CONDITIONS

### TERMS

The term of this SLA shall be as follows:

**Start Date:** issuance of project closure certificate by ZTBL.

**Duration:** 36 Months

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

### SCOPE:

- Level 1 and Level 2 support on 24x7 basis, including local and government holidays, religious holidays and strikes.
- Level 3 support from Principle
- Open case for warranty claim / support, if any.
- Follow-up and rectification problems 24x7
- Routine preventive maintenance (PM) shall be followed on half yearly basis. First PM will be performed upon after 6 months of the issuance of commissioning certificate by ZTBL and rest of PM shall be performed vice versa.
- Remedial Maintenance Support shall remain available around the clock 24/7 for rectification of failure/break downs of services
- Vendor nominate dedicated Technical Account Manager (TAM) with ZTBL Head office team for issue escalation and resolution.

Severity Level	Scenarios	Target Resolution Time after complaint logging	Penalty
High	Service affecting fault <ul style="list-style-type: none"> <li>▪ Critical service not functioning at all or not working properly.</li> <li>▪ All of the users / most of the users affected</li> <li>▪ Security Breach</li> <li>▪ Disaster Scenario</li> </ul>	< 4 Hours	Equal to 2% of the quarterly payable Maintenance and support contract. in lieu of every 1 hour delay.
Medium	Service interrupting fault	< 8 Hours	As above



	▪ Request for documentation / Logs / Reporting		
Low	Routine preventive maintenance and reporting	< 24 Hours	As above

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





- 14.1 Under the terms of this Contract the vendor will provide comprehensive support and services of respective BOQ items purchased by the customer. The SLA period will start from the date of issuance of commissioning certificate of hardware by ZTBL.

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

#### **14.2. CHANGES TO THE SLA:**

- 14.2.1. No modification of this agreement will be effective unless it is in writing and signed by authorized representatives of both the customer and the vendor.
- 14.2.2. All notices will be in writing and will be given by personal delivery, certified or registered mail addressed as follows:

*To the customer:* SVP (DCD),  
Information Systems Division,  
Zarai Taraqati Bank Limited  
Head Office,  
Islamabad

*To the Vendor:* M/S Arwentech (Pvt) Ltd  
S/09, 2<sup>nd</sup> Floor, AKLASC Plaza G-10 Markaz Behind Babri  
Masjid Islamabad, 44000

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

#### **14.3. VALIDITY AND TERMINATION:**

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

#### **14.4. NON-DISCLOSURE:**

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

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



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

The description of maintenance services covered are as under.

Severity Level	Scenarios	Target Resolution Time	Penalty
High	Service affecting fault <ul style="list-style-type: none"> <li>▪ Critical service not functioning at all or not working properly.</li> <li>▪ All of the users / most of the users affected</li> <li>▪ Security Breach</li> <li>▪ Disaster Scenario</li> </ul>	< 4 Hours	Equal to 2% of the quarterly payable Maintenance and support contract. in lieu of every 1 hour delay.
Medium	Service interrupting fault <ul style="list-style-type: none"> <li>▪ Request for documentation / Logs / Reporting</li> </ul>	< 8 Hours	As above
Low	Routine preventive maintenance and reporting	< 24 Hours	As above

**Level 1 Support Services include:**

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

**Level 2 Support Services include:**

Support requests escalated internally amongst the service provider staff. Preventive maintenance is action, including, but not limited to, inspecting, adjusting and testing, furnished on a schedule basis, to diagnose potential problems and ensure proper application/software operations, in according with the manufacturer's recommended procedures, if any. 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 an year.

## DESCRIPTION OF SERVICES

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

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

The remedial maintenance under warranty would be provided during the Principal Period of Maintenance (PPM) and covers the services that would be provided on site 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 be invoked.

#### **14.6 Preventive Maintenance (PM):**

At least two preventive maintenance services will be provided in one year.

##### ***Tasks:***

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

- Resolution of faults, if any.

#### **14.7 Schedule:**

- The vendor shall provide twice a year on-site preventive maintenance.
- Preferably first PM will be done upon completion of 6 months after delivery.
- The vendor is given flexibility in the period of 30 days.
- The vendor, in consultation with the customer, will prepare a schedule of preventive maintenance for the entire period of warranty.

#### **14.8 Replacement of Parts:**

The vendor will provide complete support free of charge if any failure occurs even due to hardware failure. This will be done under both remedial as well as preventive maintenance services.

#### **14.9. RENEWAL**

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

#### **14.10 RESPONSE TIME**





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

#### 14.11 RESOLUTION TIME:

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

#### 14.12 PANELTY

Severity Level	Scenarios	Target Resolution Time	Penalty
High	Service affecting fault <ul style="list-style-type: none"> <li>▪ Critical service not functioning at all or not working properly.</li> <li>▪ All of the users / most of the users affected</li> <li>▪ Security Breach</li> <li>▪ Disaster Scenario</li> </ul>	< 4 Hours	Equal to 2% of the quarterly payable Maintenance and support contract. in lieu of every 1 hour delay.
Medium	Service interrupting fault	< 8 Hours	As above



	▪ Request for documentation / Logs / Reporting		
Low	Routine preventive maintenance and reporting	< 24 Hours	As above

### 14.13 SUPPORT ESCALATION

Contact personal are listed for immediate and effective resolution of identified issues:

#### **Technical Account Manager**

Mr. Saeed Ahmed

Designation: Assistant Manager

Email address: saeed.ahmed@arwentech.com

Landline: +92 51 8350321

Mobile: 03218276865

#### **Escalation Contact**

The following personal are contacted when the problem resolution targets are exceeded:

Mr. Muhammad Khursand

Designation: Manager Field Engineering

Email address: muhammad.khursand@arwentech.com

Landline: +92 21 111373737 Ext 5030

Mobile: 03212888562

### 14.14. DISPUTES RESOLUTION:

#### 14.14.1 ARBITRATION



*[Handwritten signature]*



In case of any dispute, claim or controversy arising out or relating to the interpretation, execution or performance of this agreement, the parties shall first try to settle the matter amicably, possibly by having recourse to a mutually agreed neutral party. . If it is not possible to settle the matter amicably, the dispute, controversies or differences shall be finally settled by arbitration in accordance with the provisions of Arbitration Act, 1940 with the consent of both parties.

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

#### **14.14.2 Escalation:**

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

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

#### **14.15 CONFIDENTIALITY:**



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

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

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

#### 14.16 MANPOWER

Bidder will maintain qualified technical resources HR Team on the proposed components to deal with the maintenance services of the proposed software w.r.t different level of services.

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

**For**

M/S Arwentech (PVT) Ltd.

*ANTUN KHALEEQ*

NAME

SIGNATURE & OFFICIAL STAMP



**For**

ZARAI TARAQIATI BANK LTD.

NAME

SIGNATURE & OFFICIAL STAMP

*As AM 12*

**WITNESS:**

*Muddasar Nawaz*

NAME

SIGNATURE & OFFICIAL STAMP



*Zahid Mehmood Bhatti*

NAME SIGNATURE & OFFICIAL STAMP

*Zahid*

*SAADUT UL HAQ*

NAME

SIGNATURE & OFFICIAL STAMP



NAME

SIGNATURE & OFFICIAL STAMP

*Haseeb Akhtar*





# ZARAI TARAQIATI BANK LIMITED

## FINAL EVALUATION REPORT

(AS PER RULE 35 OF PUBLIC PROCUREMENT RULES 2004)


1	Name of Procuring Agency	ZARAI TARAQIATI BANK LIMITED, HEAD OFFICE, ISLAMABAD
2	Method of Procurement	Open Competitive Bidding. Single stage - two envelope procedure as defined in PPRA Rules 2004, Clause 36 (b)
3	Title of Procurement	Procurement of Service Desk Solution
4	Tender Enquiry No.	ZTBL-13-2021
5	PPRA Ref. No. TSE	TS459751E
6	Date & Time of Bid Closing	20.10.2021, 10:30 AM
7	Date & Time of Bid Opening	20.10.2021, 11:00 AM
8	No. of Bids Received	02 (Two)
9	Criteria of Bid Evaluation	<p><b>Bidder Qualification Criteria</b></p> <p>Bidder complying with all conditions mentioned in the Bidding Document shall be selected for technical and financial evaluation. Bidder(s) not fulfilling any condition of Bidder Qualification Criteria shall be disqualified and their bids shall not be considered for technical &amp; financial evaluation.</p> <p><b>BID EVALUATION CRITERIA</b></p> <p><b>Technical Evaluation Criteria</b></p> <p>Bidders' solution submitted as technical proposal must be capable to perform all functions and must meet all requirements mentioned in Scope of Work.</p> <p>Compliance of all technical specifications mentioned in this Bid Document is mandatory. Technical Evaluation to be done on compliant/non-compliant basis (without scoring or weightage). Below specification or partially compliant proposals shall be declared as Non-Compliant. Technical Compliance Matrix given in bid document to be used for evaluation.</p> <p><b>Financial Evaluation Criteria</b></p> <p>Technically Compliant Bidders shall be considered for Financial Evaluation. Responsive" bidders on basis of Total Quoted Cost (inclusive of all applicable taxes and excluding any discount), shall be assigned ranking in ascending order i.e. bidder offering lowest evaluated price shall be placed at Top and be called as "Lowest Evaluated Bidder".</p>

# ZARAI TARAQIATI BANK LIMITED

## 10 Details of Bid(s) Evaluation

Name of Bidder	Marks		Evaluated Cost (PKR) Including taxes	Rule/Regulation/SBD/Policy/Basis for Rejection/Acceptance as per Rule 35 of PPRA Rules, 2004
	Technical (If Applicable)	Financial (If Applicable)		
M/s Arwen Tech	Not Applicable	Not Applicable	<b>Rs. 25,241,363.00</b>	Accepted. Compliant to Bid Document Terms & Conditions.  Financial ranking:  Single Technically & Financially Compliant Bidder.  Note: As decided, only Halo ITSM for 30 agents perpetual licenses, Arwen Tech Professional Services and Operational maintenance services for 3-years having total cost of Rs. 7,805,824.00 (incl. tax) will be procured and remaining items have been dropped from this tender.
M/s PTCL	Not Applicable	Not Applicable	Financial proposal not opened	Rejected. Non-compliant to Bid Document Clause-7 "List of BoQ items & Bill of Quantities" sub-clause 7.1 due to quoting incomplete BoQ.

**Most Advantageous Bid:** M/s Arwen Tech

Signature: 

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

