

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: **Acquisition of Portfolio Scrub Services**
- TENDER NUMBER: **ZTBL-19-2021**
- BRIEF DESCRIPTION OF CONTRACT: **ZTBL needs to perform portfolio scrub of its loan customers, Depositors and employees through a licensed credit bureau of Pakistan. The information should contain data, not only of loan customers who have borrowings with ZTBL, but also its loan customers who have multiple borrowings with all major lending institutions from the consumer and microfinance sectors of Pakistan.**
- TENDER VALUE: **Rs. 3.675 (incl. tax) per CNIC**
- ENGINEER'S ESTIMATE: **N/A**
(for civil Works only)
- ESTIMATED COMPLETION PERIOD: **15 working days after issuance of Purchase Order**
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? **Yes / ✓No**
- ADVERTISEMENT:
 - (i) PPRA Website: **Dated: 26.11.2021, PPRA'S Reference No:TS465744E**
(Federal Agencies) (If yes give date and PPRA's tender number)
✓Yes/ No
 - (ii) News Papers: **Newspapers: Daily Tribune & Dunia , Date: 28.11.2021**
(If yes give names of newspapers and dates) **✓Yes/ No**
- TENDER OPENED ON (DATE & TIME): **15.12.2021 at 11:00 AM**
- NATURE OF PURCHASE: **✓Local / International**
- EXTENSION IN DUE DATE (If any): **Yes / ✓No**

- NUMBER OF TENDER DOCUMENTS SOLD: **02 (M/s Data Check Ltd, M/s Aequitas Information Srvices Ltd. (Tasdeeq).**
- WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS: ✓Yes / No
(If yes enclose a copy). **Ref. Bid Document Page No. 16**
- WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS: ✓Yes / No
(If yes enclose a copy). **Ref. Bid Document Page No. 7**
- 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: **Mr. Muhammad Shahbaz Jameel, President/CEO ZTBL.**
- WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING: **N/A**
- NUMBER OF BIDS RECEIVED: **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

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: **02**

- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER:
M/s Data Check Limited, Bahria Complex III, Mezzanine Floor, M.T. Khan
Road, Karachi.

- 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?): **ZTBL Board of**
Directors (BOD) has advised to do Scrub exercise on all CNICs/names of
depositors, borrowers and employees.

- 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: **29.03.2022**
(Attach a copy of agreement)

- CONTRACT AWARD PRICE: **Rs. 3.675 (incl. tax) per CNIC**

- 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**



SYED IQBAL HASSAN STAMP VENDOR

25 MAR 2022

(RUPEES FIVE HUNDRED ONLY)

S. M. 16857
S. SHAMSUL ISLAM
THRU. ADDRESS Advocate
PURPOSE L/No. 948/RBA
VALUES \$ 1000 (ATTACHED)
STAMP VENDOR'S SIGNATURE

PROCUREMENT CONTRACT

THIS CONTRACT is made on this 29th day of March 2022, between Zarai Taraqati Bank Limited through Mr. Aamir Zaffar Chudary EVP Information System Division (hereinafter "the Purchaser"), of the one part, and Mr. Tariq Nasim Jan, Managing Director of M/s Data Check Limited, Bahria Complex III, Mezzanine Floor, M.T. Khan Road, Karachi (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and Related Services, viz., TENDER NO. ZTBL-19-2021 (Acquisition of portfolio scrub services) published on November 26, 2021 – and the Supplier has accepted the Bid for the supply of Goods and Related Services required under the Scope of Work and Technical Specifications/BOQ clauses to provide:

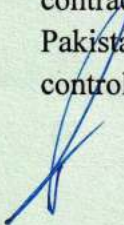
- 3 years' loan history of ZTBL borrowers – both open and closed accounts from all across the industry
- Default details of ZTBL borrowers from across the industry that are paid and unpaid.
- Credit enquiry information on ZTBL borrowers by major consumer and microfinance sector lenders over the past 24 months
- Tagging of borrower with strong or weak credit discipline
- Information on Active loans of ZTBL borrowers with other FIs
- Credit scores of each borrower, provide reports for proactive monitoring in case if the borrowers falls in the weak credit discipline or vice versa.
- Information in digital format and should contain tools that help the bank in identifying risk and business opportunities.

The aforesaid services will be provided for a per unit price of Rs. 3.675 (inclusive of taxes)

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-19-2021 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-19-2021
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.

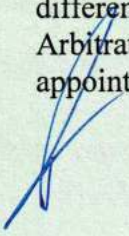
Notwithstanding any rights and remedies exercised by ZTBL in this regard, Supplier agrees to indemnify ZTBL for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to ZTBL in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Supplier as aforesaid for the purpose of obtaining or 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 both parties having sufficient knowledge of law for dispute resolution.



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 Challan for supply of Goods and Related Services and the Sales Tax Invoice as per 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 of the invoice and 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.

11. Validity Period:

Unless terminated by the purchaser, the Procurement Contract shall remain valid till the delivery of services verified by designated official of the procuring agency.

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

14.1. Scope of Services

As per scope of work of the bid document.

14.6. RENEWAL

This agreement shall be in force till the delivery of services with provision of extension as and when procuring agency requires same services unless only client terminate it, at any time during this period by serving one month written notice in advance.

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	Owais Patel	Sales and Marketing	Sr. Sales and Marketing Manager	Owais.patel@datacheck.com.pk	Landline – 021-35642320-27 (ext 110-) Mobile – 0321-2413294
Level – 2	Adnan Khan	IT	HOD IT	Adnan.khan@datacheck.com.pk	Landline – 021-35642320-27 (ext 110-) Mobile – 0334-8282077
Level – 3	Diana Dsouza	HR / Compliance	Deputy Manager Compliance	Diana.dsouza@datacheck.com.pk	Landline – 021-35642320-27 (ext 110-) Mobile – 0317-2506173

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

14.11. 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.

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

DataCheck Limited

NAME
SIGNATURE & OFFICIAL STAMP

WITNESS:

NAME
SIGNATURE & OFFICIAL STAMP

NAME
SIGNATURE & OFFICIAL STAMP

For

ZARAI TARAQIATI BANK LTD.

NAME
SIGNATURE & OFFICIAL STAMP

NAME
SIGNATURE & OFFICIAL STAMP

NAME
SIGNATURE & OFFICIAL STAMP

ZARAI TARAQIATI BANK LIMITED



BID DOCUMENT **TENDER NO. ZTBL-19-2021**

Acquisition of Portfolio Scrub Services

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

INDEX

S. No.	LIST OF CONTENTS	PAGE NUMBER
1	Invitation to bid	3
2	Instructions to bidders	3
3	Procurement Procedure	3
4	Form of Procurement Contract	4
5	Bid Submission	4
6	Scope of Work	7
7	List of Goods & Bill of Quantities	7
8	Technical Specifications	8
9	Delivery Time & Completion Schedule	11
10	Bidder's Qualification Criteria	11
11	Bid Evaluation Criteria	12
12	Award of Contract	12
13	Rejection of Bid	12
14	Securities	13
15	General Conditions of Contract	14
16	Special Conditions of Contract	16
17	Annexure	Annexure No
	Bidder Qualification Criteria Form	A
	Performance Security Form	B
	Standard Procurement Contract	C
	Technical Specifications Compliance Matrix	D
	Price Schedule	E
	List of Equipment covered under warranty	F
	Design Layout	G

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 items 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. Non-compliance 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 .
	2.4	Bids may be submitted up to 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.
	2.8	Negotiations
		<p>Limitation on negotiations. -</p> <p>(1) Without changing the cost and scope of work or services, the procuring agency may negotiate with the successful bidder (with a view to streamline the work or task execution, at the time of contract finalization) on methodology, work plan, staffing and special conditions of the contract.</p> <p>(2) Authority may determine the extent and types of negotiations on procurement by regulations.</p>

3		PROCUREMENT PROCEDURE
----------	--	------------------------------

		Open Competitive Bidding. Single stage - two envelope procedure as defined in PPRA 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 two copies of the Bid sealed in same manner.</p> <p>Bidder Qualification Criteria Form and sealed 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 goods/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	Prices shall be submitted on the form placed in this document at ANNEXURE “E”
	5.2.6	Alternate bidding is not allowed. Bidder must offer single product against required goods/services. Bids containing multiple offered products against single item or multiple prices offered against the required good/services shall be rejected.
	5.3	BID SUBMISSION DEADLINE DATE AND TIME
	5.3.1.	All participating bidders must submit their bids on or before 15.12.2021 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	<p>Primary Contact Address Senior Vice President, IT-Procurement Facilitation & Assets Management Department, Information Systems Division, ZaraiTaraqiati Bank Limited Head Office, Islamabad Email: nahidullah.khan@ztbl.com.pk Phone No. 051-9252756</p> <p><u>Alternate contact address:</u> Assistant Vice President, IT-Procurement Facilitation & Assets Management Department, Information Systems Division, ZaraiTaraqiati 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	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. 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.

	5.7	Definitions	
		ZTBL:	ZaraiTaraqati 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:	ZaraiTaraqati 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:	ZaraiTaraqati Bank Limited
		Vendor:	Successful bidder who has signed Purchase Contract with ZTBL.

	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, Performance security issued by bank. Bill of Entry & Proof of Payment of Duties and Taxes at the time of Import (in case direct importer).	
	5.8.2	ZTBL shall release the payment in shape of Pay Order/Demand Draft within 30 days of receipt of delivery documents subject to satisfactory performance report as per payment milestone submitted by the designated ZTBL staff.	

	5.8.3	Payment shall be made in following manner: <ul style="list-style-type: none"> Delivery of Services as per scope of work duly verified by designated official of the procuring agency: 100% of Purchase Order
--	-------	--

6		Scope of Work					
	6.1	ZTBL needs to perform portfolio scrub of its loan customers, Depositors and employees through a licensed credit bureau of Pakistan. The information should contain data, not only of loan customers who have borrowings with ZTBL, but also its loan customers who have multiple borrowings with all major lending institutions from the consumer and microfinance sectors of Pakistan. As a minimum the portfolio scrub should contain the following information: <ul style="list-style-type: none">• 3 years’ loan history of ZTBL borrowers - both open & closed accounts from all across the industry.• Default details of ZTBL borrowers from across the industry that are paid and unpaid.• Credit enquiry information on ZTBL borrowers by major consumer and microfinance sector lenders, over the past 24 months.• Tag the borrower with strong or weak credit discipline.• Provide details of active loans of ZTBL borrowers with other FIs• Provide the credit scores of each borrower.• Provide details of active loans of ZTBL borrowers with other FIs• Provide the reports for proactive monitoring in case if the borrower falls in the weak credit discipline or vice versa.• Information should be available in digital format and contain tools that help the Bank in identifying risk and business opportunities.• Provide details of similar portfolio scrubs performed in the past 6 months for other banks and lending institutions with names and contact details of the lender.					
	6.2	The Bidder will ensure necessary configuration for integration of supplied products with ZTBL environment.					
7		List of Goods & Bill of Quantities					
	7.1	<table><tr><td>Sr #</td><td>Product Name</td></tr><tr><td>1</td><td>Portfolio Scrub Services as per scope of work of bid document</td></tr></table>		Sr #	Product Name	1	Portfolio Scrub Services as per scope of work of bid document
Sr #	Product Name						
1	Portfolio Scrub Services as per scope of work of bid document						
	7.2	The Bank reserves the right to increase or decrease the quantities/services by 15%					
	7.3	The Bank reserves the right to drop any item from the list of items.					
	7.4	Bidder can quote all or any of the lots if applicable.					

8	Technical Specifications	
	Sr #	Product Name
	1	Portfolio Scrub Services as per scope of work of bid document.

9		Delivery Time & Completion Schedule
		Delivery Documents
	9.1	The supplier shall provide sales tax invoice showing goods’ description/ configuration (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.
	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 required services shall be completed within 15 working days 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	Incase bidders fails to deliver the goods/services within given timeline a penalty of 0.5% per week of the value of Purchase Order shall be deducted from invoice or performance security.

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
		Bidders' solution submitted as technical proposal must be capable to perform all functions and must meet all requirements mentioned in Scope of Work. 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.
	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 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”. 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	Where there are same rates quoted by two or more bidders, the contract will be awarded to the firm having better past experience.
	12.3	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.
	12.4	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, decrease, drop the quantity of licenses/goods/services.
--	------	--

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 to Bid Documents Terms & Conditions shall be rejected.
14		SECURITIES
	14.1	Bid Security
	14.1.1	Bid Security amounting to Rs. 100,000/- (One Hundred Thousands Rupees only)) shall be submitted in shape of PO/DD/CDR (no other instrument will be accepted) 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.
	14.2	Performance Security
	14.2.1	Performance Security shall be equivalent to 10% value of total Submitted Support 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 till the date of completion of services.
	14.2.5	After delivery, completion of work/acceptance of goods/services/support, coverage of warranty period, and satisfactory performance, and the performance security shall be returned to the successful bidder.
	14.3	Security Forfeiture
	14.3.1	<p><u>Performance Security</u></p> <p>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.</p> <p>Performance security may also be forfeited if breach in Contract terms & condition(s) is committed by the successful bidder.</p> <p>In case supplier fails to timely deliver goods/services, a penalty equivalent to 0.5% value of PO will be deducted from the Performance Security submitted by the supplier on per week 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:</p>

15		GENERAL CONDITIONS OF CONTRACT
	15.1	<p>The Procurement Contract placed at Annexure “C” shall be signed between supplier and procuring agency and shall also include the following:</p> <ul 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 bid document shall prevail.</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>
		<p>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>

	15.4	<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 till the completion of services 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 the services as per scope of work and duly verified by designated official of the Bank.</p>

16. SPECIAL CONDITIONS OF CONTRACT

WARRANTY SERVICES TERMS & CONDITIONS

16.1. Scope of Services

As per scope of work of bid document.

16.2. MAINTENANCE SERVICES

16.2.1. PREVENTIVE MAINTENANCE (PM)

Bidder 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 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 the services delivered.

16.2.2. REMEDIAL MAINTENANCE (RM)

Under the terms of this agreement the vendor will provide comprehensive configuration, management and maintenance of services purchased by the customer.

DESCRIPTION OF SERVICES

As per scope of work of the bid document.

16.3. Call Resolution Methodology

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

16.3.1. 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.

16.3.2 Level 2 Support

- If the engineer is unable to resolve the issue, and level 2 support needs to be engaged then the engineer will notify the coordinator who manages supplier engagement.
- Support requests escalated internally amongst the service provider staff. to ensure proper application/software operations, in according with the manufacturer’s recommended procedures.

16.4. 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.

16.4.1. 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
--------------------------------	--------

16.4.2 Location:
 ZTBL Head Office, Islamabad

16.5 TECHNICAL RESOURCE ARRANGEMENT

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

16.6. RENEWAL

This agreement shall be in force till the delivery of services duly verified by the designated official of the procuring agency with provision of extension as and when procuring agency requires same services unless only client terminate it, at any time during this period by serving one month written notice in advance.

16.7. 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 payable amount
2 Hrs.	10%
8Hrs	25%
24Hrs	50%
48 Hrs	100%
After 48 Hrs	5% deduction for every delayed hour

16.8. ESCALATION PROCEDURE

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

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

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

16.9. 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

16.10. 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.

16.11. OBLIGATIONS OF THE CUSTOMER

The customer shall:

- 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.

SECTION 17 ANNEXURES

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 licensed credit bureau in Pakistan.	License Certificate issued by State Bank of Pakistan (SBP).		
ii.	Bidding firm should have existence in Pakistan for the last 3 years.	Certificate of Incorporation (registration) in Pakistan		
iii.	Past experience of providing the portfolio scrubbing services in at least two financial organizations.	Purchase Orders/ Project Completion Report / Acceptance Certificate, or any other document from Previous Client (along with their contact numbers)		
iv.	Income tax (NTN) Certificate.	Valid Income Tax (NTN) Certificate with FBR Active Tax Payer Status printout		
v.	Sales Tax Registration Certificate	Valid Tax Registration Certificate with FBR Active Tax Payer Status printout		
vii.	Audit report for last 3 years	Audit report is required		
viii.	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

PERFORMANCE SECURITY FORM

Senior Vice President
IT-PF&AMD,
ZaraiTaraqiati 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/licenses) 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 _____2021.

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 Taraqiati 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. ZTBL-02-2020-2 (Title of the tender) 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. ZTBL-19-2021 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-19-2021
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Contract, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
6. Declaration of fees, commissions and brokerage etc, payable by the suppliers of goods, services and works.
 Supplier hereby declares that it has not been obtained or included the procurement of any contract, right, interest, privilege of other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by ZTBL through any corrupt business practice.

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

Supplier accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest privilege or other obligation or benefits obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to ZTBL under the law, contract or other instrument, be void able at the option of ZTBL.

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

7. Force Majeure:

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

11. Validity Period

Unless terminated by the purchaser, the Procurement Contract shall remain valid till the delivery of services verified by designated official of the procuring agency.

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

As per scope of work of the bid document.

14.2. MAINTENANCE SERVICES

14.2.1. PREVENTIVE MAINTENANCE (PM)

Bidder 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 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 the services delivered.

14.2.2. REMEDIAL MAINTENANCE (RM)

Under the terms of this agreement the vendor will provide comprehensive configuration, management and maintenance of services purchased by the procuring agency.

DESCRIPTION OF SERVICES

As per scope of work of the bid document.

14.3. Call Resolution Methodology

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

14.3.1. Level 1 Support

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

14.3.2 Level 2 Support

- If the engineer is unable to resolve the issue, and level 2 support needs to be engaged then the engineer will notify the coordinator who manages supplier engagement.
- Support requests escalated internally amongst the service provider staff. to ensure proper application/software operations, in according with the manufacturer’s recommended procedures.

14.4. RESPONSE TIME

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

14.4.1. Location &Response Time:

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

Implementation of new services	24 Hrs
--------------------------------	--------

14.4.2 Location:
 ZTBL Head Office, Islamabad.

14.5 TECHNICAL RESOURCE ARRANGEMENT

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

14.6. RENEWAL

This agreement shall be in force till the delivery of services with provision of extension as and when procuring agency requires same services 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 payable amount
2 Hrs.	10%
8Hrs	25%
24Hrs	50%
48 Hrs	100%
After 48 Hrs	5% deduction for every delayed hour

14.8. ESCALATION PROCEDURE

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

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

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

14.9. DOCUMENTATION

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

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

14.10. LIMITS OF SERVICE

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

14.11. OBLIGATIONS OF THE CUSTOMER

The customer shall:

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

14.12. CONFIDENTIALITY

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

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

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

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 _____ (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 COMPLIANCE MATRIX

REFER TECHNICAL SPECIFICATION AT POINT 8 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 description	Unit Price without tax	Tax amount	Unit price with tax	Qty	Total price with tax
1	Portfolio Scrub Services per Borrower					

LIST OF LICENSED COVERED UNDER WARRANTY

Sr. #	Items	Quantity	Warranty
	AS PER BOQ.		

=====END OF DOCUMENT=====

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	Acquisition of Portfolio Scrub Services
4	Tender Enquiry No.	ZTBL-19-2021
5	PPRA Ref. No. TSE	TS465744E
6	Date & Time of Bid Closing	15.12.2021, 10:30 AM
7	Date & Time of Bid Opening	15.12.2021, 11:00 AM
8	No. of Bids Received	02 (Two)
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>

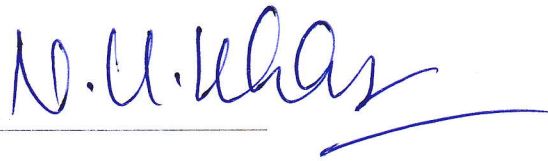
ZARAI TARAQIATI BANK LIMITED

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 Data Check Ltd.	Not Applicable	Not Applicable	Rs. 3.675 per CNIC	Accepted. Compliant to Bid Document Terms & Conditions. Financial ranking: 1 st Lowest Technically & Financially Compliant Bidder.
M/s Acqitas Information Services Ltd. (Tasdeeq)	Not Applicable	Not Applicable	Rs. 4.64 per CNIC	Accepted. Compliant to Bid Document Terms & Conditions. Financial ranking: 2 nd Lowest Technically & Financially Compliant Bidder.

Most Advantageous Bid: M/s Data Check Ltd.

Signature: _____



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

Official Stamp _____

