



**REFORM SUPPORT UNIT  
SCHOOL EDUCATION & LITERACY DEPARTMENT  
GOVERNMENT OF SINDH**

**TENDER DOCUMENT**

**PROCUREMENT OF SMS BROADCAST SERVICES**

**PROCUREMENT REFERENCE NO. RSU-SE&LD/ASPIRE/SMS/2022**

*Handwritten signature and date: 04/08/2022*

**47-E, 48TH STREET, PECHS, BLOCK- 06, SHAHRAH-E-FAISAL, KARACHI**

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<b>INVITATION TO BID</b>	
<b>Sindh Public Procurement Rules Authority (SPPRA 2010) to be followed</b>	
1.1	<p>1.1.1 Sindh Public Procurement Rules, 2010(Amended from time to time) will strictly be followed. These may be obtained from SPPRA's website. <a href="https://ppms.pprasindh.gov.pk/PPMS/public/portal/SPPRA_Rules_2010_(Amended-2019).pdf">https://ppms.pprasindh.gov.pk/PPMS/public/portal/SPPRA_Rules_2010_(Amended-2019).pdf</a> In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Sindh Public Procurement Rules, 2010 (Amended from time to time).</p> <p>1.1.2 In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Sindh Public Procurement Rules 2010 (Amended from time to time).</p>
<b>Mode of Advertisement (s)</b>	
1.2	<p>1.2.1 Mode of Advertisement(s): As per Rule 17 (1A) &amp; 2, this Tender is being placed online on SPPRA's website <a href="https://ppms.pprasindh.gov.pk/PPMS">https://ppms.pprasindh.gov.pk/PPMS</a> as well as being advertised in 3 widely circulated dailies of English, Urdu, and Sindhi Languages. As per SPPRA Rule 17 (4), this Tender is also placed online at the websites of the Reform Support Unit, School Education &amp; Literacy Department (RSU-SE&amp;LD), Government of Sindh, Karachi <a href="https://rsu-sindh.gov.pk/downloads/tenders.php">https://rsu-sindh.gov.pk/downloads/tenders.php</a> The tender document is available in the office of the Procurement Section, Reform Support Unit, School Education &amp; Literacy Department (RSU-SE&amp;LD), Government of Sindh, Karachi, Bangalow No. 47, Street No. 48, PECHS Block-6, Shahrah-e-Faisal, Karachi and the same may be obtained subject to the payment of the cost of printing and provision of the document which is Rs. 500/- (Non-refundable) amount in the form pay order / Demand Draft issued by a Scheduled Bank in favor of Chief Program Manager, Reform Support Unit, SE&amp;LD, Government of Sindh.</p>
1.3	<b>Type of Open Competitive Bidding</b>
1.3.1	<p>The procedure of Open Competitive Bidding: Tenders will be selected in accordance with Rule 46 (2) of Sindh Public Procurement Rules, 2010 (Amended 2019), as a Single-Stage – Two Envelope Bidding procedure. The bidding process will be as under:</p> <ol style="list-style-type: none"> <li>I. Tender shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and technical proposal.</li> <li>II. Envelopes shall be marked "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion.</li> <li>III. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened.</li> <li>IV. Envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring Entity (RSU-SE&amp;LD) without being opened.</li> <li>V. Procuring Entity (RSU-SE&amp;LD) shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price, and reject any proposal which does not conform to the specified requirements.</li> <li>VI. No amendments in the technical proposal shall be permitted during the technical evaluation.</li> <li>VII. Financial proposals of technically qualified Tenders shall be opened publicly at a time, date and venue announced and communicate to the Tenderers soon.</li> <li>VIII. Financial proposal of Tenders found technically non-responsive shall be returned un-opened to the respective Tenderer.</li> <li>IX. envelope No.1 should contain the complete Technical Specifications.</li> <li>X. envelope No. 2 will contain only the financial Tender and original Tender Security. In case, any Tenderer encloses the financial Tender within the technical Tender, the same shall be rejected summarily.</li> <li>XI. The Tenderer shall seal the Technical and Financial Tenders in separate envelopes and keep them in a bigger sealed Envelope. The envelope shall:</li> </ol>

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		<p>(a) Bear the name and address of the Tenderer.</p> <p>(b) Bear the specific identification Name and Number of this tendering process; and</p> <p>(c) Bear the purchaser's name and address i.e. Reform Support Unit, School Education &amp; Literacy Department (RSU-SE&amp;LD), Government of Sindh, Karachi, Bangalow No. 47/E-1, Street No. 48, PECHS Block-6, Shahrah-e-Faisal, Karachi, and a statement: "DO NOT OPEN BEFORE," the specified time and date.</p> <p>(d) If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Tender.</p>
<b>INSTRUCTIONS TO BIDDERS (ITB)</b>		
<b>1.4</b>	<b>Bidding Details</b>	
1.4.1		The bid document is available in the office of the Procurement Section, Reform Support Unit, School Education & Literacy Department (RSU-SE&LD), Government of Sindh, Karachi, Bangalow No. 47, Street No. 48, PECHS Block-6, Shahrah-e-Faisal, Karachi upon submitting a written application with the non-refundable amount of Rs.500/- (Five Hundred only) in the form of a Demand Draft / Pay Order favouring Chief Program Manager-RSU (SE&LD), Government of Sindh or can be downloaded from the Websites <a href="https://ppms.pprasindh.gov.pk/PPMS">https://ppms.pprasindh.gov.pk/PPMS</a> & Karachi <a href="https://rsu-sindh.gov.pk/downloads/tenders.php">https://rsu-sindh.gov.pk/downloads/tenders.php</a> . Bidders who download the document from the websites and wish to participate in the bid will be required to submit the cost of the bid document at the time of bid submission; otherwise, the bid will be considered non-responsive.
1.4.2		Representatives of respective bidders should come along with an authorization letter and copy of their CNIC for the collection of the bid document.
1.4.3		Bidders are required to submit a stamped copy of the Bid Document along with their technical proposals. In case, this requirement is not met, Procuring Entity (RSU-SE&LD) will exclude the bidder's proposal from the technical evaluation process.
1.4.4		The bid shall be a single package naming the tender and consisting of two separate inner envelopes, containing separately the financial and the technical proposals. The firm's profile should include detail of offices, contact numbers, and a list of clients along with address & their contact numbers.
1.4.5		All bids, by hand or by courier, must be received at the Reform Support Unit, School Education & Literacy Department, Government of Sindh, Bangalow # 47-E/1, Street# 48, PECHS-6, Shahrah-e-Faisal, Karachi, Sindh, before or on Monday 22 <sup>nd</sup> August 2022 at 15:00 hours PST (local time). Any bid received after the deadline for bid submission shall not be accepted and shall be returned unopened to the bidder. In case the specified deadline for bid submission is declared a holiday by the Government, the bids shall be submitted at the specified time on the next working day. Bidders shall not have the option of submitting their bids electronically.
1.4.6		Technical bids shall be publicly opened in the Committee Room of Reform Support Unit-SE&LD, at 15:30 hours PST (local time) on the same day. In case the last date of bid submission falls in/within the official holidays, the last date for submission of the bids shall be the next working day. Technical Bids will be opened in the presence of the Tender Committee and participating bidders or their representatives who wish to attend. <b>Note:</b> To avoid overcrowding at the public bid opening meeting, only one representative of a participating bidder, wearing a COVID-19 protective mask, shall be allowed to attend the meeting.
1.4.7		The bid should be valid for 90 days from the date of opening. RSU-SE&LD will not be responsible for any delays in the submission of bids sent via courier.
1.4.8		In the presence of the participants or their representatives, only initial screening would be conducted.

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1.4.9	Evaluation and scrutiny of submitted documents and bids regarding technical criteria would be done by Procuring Entity (RSU-SE&LD) later.
1.4.10	In the first instance, the "Technical Proposal" shall be opened, and the envelope marked, as "Financial Proposal" shall be retained unopened in the custody of the Procuring Entity (RSU-SE&LD).
1.4.11	The Procuring Entity (RSU-SE&LD) shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price, and shall reject any proposal which does not conform to the specified requirements.
1.4.12	The Procuring Entity (RSU-SE&LD) shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price, and shall reject any proposal which does not conform to the specified requirements.
1.4.13	<b>Bid Security:</b> 2% bid security must be deposited along with the Technical Proposal of the Bid document in the shape of PAY ORDER / DEMAND DRAFT only in the name of Chief Program Manager, Reform Support Unit, School Education and Literacy Department, Government of Sindh against the estimated price mentioned in this bid document.
1.4.14	After the evaluation and approval of the technical proposals, the Procuring Agency shall open the financial proposal of the technically qualified bids, publicly at a time, date and venue announced and communicated to the bidders in advance, within the validity period.
1.4.15	The financial bids found technically non-responsive shall be returned unopened to the respective bidders on a formal request.
1.4.16	The technically qualified bidder with the lowest quote shall be awarded the contract.
1.4.17	In case of equal financial bids submitted by different vendors at the time of financial opening, the bid of the vendor who has more experience shall be given preference and will be selected. Experience will be calculated from the date of incorporation supported by a certificate of incorporation issued by the relevant authorities. In case firms/companies/vendors are incorporated on the same day, a firm with the highest financial soundness in the previous/last financial year will be preferred and selected.
1.4.18	The rates quoted by the bidder should be in Pak rupee and shall be inclusive of all admissible taxes, levies imposed by the Government on company letterhead. Once tender will be opened bidders cannot change or modify their quoted amount.
1.4.19	The bid shall contain no interlineations or overwriting and should be submitted according to requirement. Any alteration & modification in tender documents will not be entertained.
1.4.20	Evaluation of the firms shall be based only on the information provided in the Proposals.
1.4.21	The bidders shall bear all costs associated with the bid preparation & submission. Procuring Entity (RSU-SE&LD) in no case will be responsible for any costs incurred regardless of the conduct or outcome of the bidding process.
1.4.22	The Procuring Entity (RSU-SE&LD) will send a contract agreement to the successful bidder for incorporating all terms of the agreement between the parties for acceptance. Qualifying/selected contractor/ bidder will be required to sign a written agreement with Procuring Entity (RSU-SE&LD) to execute the required services.
1.4.23	Bidders are advised to submit their bids after understanding the Procuring Entity (RSU-SE&LD) requirements and need to have a better understanding for quoting the price.
1.4.24	Queries of the Bidders (if any) for seeking clarifications regarding the specifications or any other ambiguities must be received in writing to the Procuring Agency before the opening of the bids. All queries shall be responded to within due time.
1.4.25	The bidder shall submit a bid complying with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this Bid document clauses regarding "Determination of Responsiveness of Bid" and "Rejection

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	of the Bid" for making their bids substantially responsive to the requirements of the Bidding Document.																				
1.4.26	It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and the Procuring Entity (RSU-SE&LD) will entertain no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process. Neither any schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder except under force majeure as described in this document.																				
1.4.27	The Bidder shall be deemed to have satisfied itself fully before Bid submission as to the correctness and sufficiency of its Bids for the contract and price/cost quoted in the Bid to cover all obligations under this Bid Process.																				
1.4.28	It must be clearly understood that the Terms / Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from an increase in quantity by the Bidder on the demand and approval of the Procuring Agency (RSU-SE&LD) will be permitted throughout the completion of the contract.																				
1.4.29	<p>The Primary Contact &amp; Secondary Contact for all correspondence concerning this bid is as follows:</p> <table border="1"> <tr> <td colspan="2"><b>Primary Contact</b></td> </tr> <tr> <td>Name</td> <td>Mr. Tufail Ahmed Soomro</td> </tr> <tr> <td>Designation</td> <td>Section Officer (Admin)/Procurement Officer-SE&amp;LD</td> </tr> <tr> <td>Contact No.</td> <td>0333-3312713</td> </tr> <tr> <td>E-mail</td> <td>tufailsom@gmail.com</td> </tr> <tr> <td colspan="2"><b>Secondary Contact</b></td> </tr> <tr> <td>Name</td> <td>Mr. Nazar Muhammad Chandio</td> </tr> <tr> <td>Designation</td> <td>Program Officer (OOSC)-RSU-SE&amp;LD</td> </tr> <tr> <td>Contact No.</td> <td>0302-8230855</td> </tr> <tr> <td>E-mail</td> <td>mnazarchandio@gmail.com</td> </tr> </table>	<b>Primary Contact</b>		Name	Mr. Tufail Ahmed Soomro	Designation	Section Officer (Admin)/Procurement Officer-SE&LD	Contact No.	0333-3312713	E-mail	tufailsom@gmail.com	<b>Secondary Contact</b>		Name	Mr. Nazar Muhammad Chandio	Designation	Program Officer (OOSC)-RSU-SE&LD	Contact No.	0302-8230855	E-mail	mnazarchandio@gmail.com
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E-mail	mnazarchandio@gmail.com																				
1.4.30	Bidders should note that during the period from the receipt of the bid and until further notice, all queries should be communicated via the Primary Contact and in writing only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their inquiries through the Secondary Contact.																				
1.4.31	Bidders are also required to state, in their proposals, the name, title, contact number (s) (landline, mobile), fax number, and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.																				
1.4.32	The Procuring Agency (RSU-SE&LD) will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.																				
1.4.33	Failure to supply required services within the specified time will invoke a penalty as specified in this document.																				
1.4.34	For the preparation of bid security & performance guarantee Free Tax Number of Procuring Agency (RSU-SE&LD) is FTN # 9031900-1.																				
<b>TERMS AND CONDITIONS OF THE BID</b>																					
<b>1.5</b>	<b>Definitions</b>																				
	In this document, unless there is anything repugnant in the subject or context																				
1.5.1	"Authorized Representative" means any representative appointed, from time to time, by the Procuring agency and the Bidder/ Contractor.																				
1.5.2	"Bidder" means the interested Firm/ Company that may provide services to any of the public / private sector organizations under the contract and has registered for the relevant business thereof.																				
1.5.3	"Commencement Date of the Contract" means the date of issuance of Letter of Acceptance to the Contractor from the Procuring agency.																				
1.5.4	"Contract" means the agreement entered between the Procuring agency and the Contractor, as recorded in the Contract form signed by the parties, including all																				

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	Schedules and Attachments thereto and all documents incorporated by reference therein.
1.5.5	"Contractor/ Vendor" means the Bidder whose bid has been accepted and awarded Letter of Acceptance followed by the signing of Contract.
1.5.6	"Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
1.5.7	"Day" means calendar day.
1.5.8	"Force Majeure" means an event that is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies.
1.5.9	"Person" includes an individual, an association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
1.5.10	"Prescribed" means prescribed in the Bid Document.
1.5.11	"Procuring Agency" means the Reform Support Unit, School Education & Literacy Department (RSU-SE&LD), or any other person for the time being or from time to time duly appointed in writing by the Procuring agency to act as Procuring agency for the Contract.
1.5.12	"Successful" means the Bidder whose bid has been accepted and awarded a Letter of Acceptance followed by the signing of Contract.
1.5.13	"Works" means work to be done by the Contractor under the Contract.
1.5.14	"Written" means written in form of email or hard copy.
<b>1.6</b>	<b>Notices</b>
	In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval, or instructions amongst the Contractor and the Procuring agency, the same shall be:
1.6.1	In writing;
1.6.2	Issued within a reasonable time;
1.6.3	Served by sending the same by email/ courier to their principal office in Pakistan or such other address as they shall notify for the purpose; and
1.6.4	The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.
<b>1.7</b>	<b>Tender Scope &amp; Specification</b>
	RSU-SE&LD (hereinafter referred to as "the Procuring Agency") invites/requests Proposals (hereinafter referred to as "the Proposals") for procurement of SMS BROADCAST SERVICES.
1.7.1	<b>SMS Broadcast Services.</b>
	Procuring Agency (RSU-SE&LD) intends to integrate its short code with all Mobile Operators of Pakistan for sending and receiving SMS. The following services will be required:
1.7.1.1	The SMS gateway/service-providing agency will provide the facility to send SMS to registered mobile numbers of Beneficiaries of RSU-SE&LD with accuracy.
1.7.1.2	The operator/contractor should provide software/portal to facilitate multiple texts formats for messages sent to Beneficiaries of RSU-SE&LD and its internal staff.
1.7.1.3	The software/portal provided by the service provider will allow multiple SMS templates.
1.7.1.4	The SMS-related reports with proper acknowledgment should be maintained.
1.7.1.5	Bulk SMS to selected/identified numbers across the Sindh/selected districts irrespective of mobile operator.
1.7.1.6	SMS software should be integrated with RSU-SE&LD's APIs.

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	1.7.1.7	RSU-SE&LD may send Bulk /mass SMS from time to time to Beneficiaries for awareness and announcement purposes.
	1.7.1.8	The successful bidder will be responsible for providing a web-based application for service management.
	<b>1.7.2</b>	<b>SMS Broadcast Report</b>
		The software should allow the generation of multiple reports according to the Procuring Agency (RSU-SE&LD) requirements. Such as <ul style="list-style-type: none"> <li>• SMS Send Reports</li> <li>• Any other reports required by Procuring Agency (RSU-SE&amp;LD)</li> </ul>
	<b>1.7.3</b>	<b>Other Responsibilities</b>
		It is Bidder's responsibility to get all types of clearances, and license requirements from the Government and all the concerned regulators for smooth & hassle-free functioning of SMS services. It is Bidder's responsibility to complete all the statutory/regulatory Compliance and any liaising requirements.
	<b>1.7.4</b>	<b>Technical Requirements</b>
		<b>SMS Gateway APIs (Application Program Interfaces)</b>
	1.7.4.1	The APIs provided by the SMS Gateway will be used by multiple applications within RSU-SE&LD. The SMS Gateway APIs must have below mentioned functionalities
	1.7.4.2	Minimum Throughput of 500 SMS/sec to prevent SMS queue formation at RSU-SE&LD.
	1.7.4.3	API should allow sending Bulk SMS.
	1.7.4.4	Provision for binding IP address to restrict the SMS sending host machines
	1.7.4.5	Support for short code numbers or Sender IDs defined by RSU-SE&LD.
	1.7.4.6	Support for the creation and use of an unlimited number of user-defined SMS templates
	1.7.4.7	Unicode character support for sending SMS in multiple languages.
	1.7.4.8	Able to Send messages with characters exceeding 160 characters.
	1.7.4.9	All the information must be 100% safe and secure and should not be shared with anyone.
	1.7.4.10	SMS must send /receive from any mobile network of Pakistan.
	<b>1.7.5</b>	<b>SMS Gateway Web Portal</b>
	1.7.5.1	SMS portal should be deployed on Procuring Agency (RSU-SE&LD) dedicated desktops, and it should not be accessible by anyone other than RSU-SE&LD staff.
	1.7.5.2	The service provider will assist Procuring Agency (RSU-SE&LD) in readiness in terms of infrastructure or any other under linked requirements necessary for the SMS portal deployment on Procuring Agency (RSU-SE&LD) dedicated desktops.
	1.7.5.3	It should be secured via user ID/password-based access control and open on all popular browsers (i.e., Internet Explorer, Google Chrome, Opera, Safari, Firefox, Netscape, etc.)
	1.7.5.4	Ability to create and manage groups. Further, it must be possible to send SMS to individual numbers or groups directly.
	1.7.5.5	Multiple upload formats like CSV, Excel, and XML for uploading a list of mobile numbers for sending SMS.
	1.7.5.6	Provision for cancellation of SMS queue. MNP management at SMS gateway.
	1.7.5.7	Portal should have the provision of sending Bulk SMS.
	1.7.5.8	There should be support for sending SMS on portable and non-portable numbers.

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	1.7.5.9	Must be Unicode Characters supported.
	1.7.5.10	Provision for SMS-wise and Number Wise Scheduling/Rescheduling on working and non-working days.
	1.7.5.11	The portal must allow Multiple users and should have permission/access management.
	1.7.5.12	SMS portal should allow saving the Contacts.
	1.7.5.13	Prompt after-sale support service of the SMS portal is required.
	1.7.5.14	SMS Portal should also provide an audit trail of SMS sent.
	1.7.5.15	Should have the ability to provide sent SMSs monthly/quarterly Reports containing the following fields: Mobile Number/MSISDN Complete Message text, Message Category, Bearer (GSM/CDMA), Operator, Circle, National Sender Name/ID, Date/time of SMS received at the gateway, Date/time of SMS send to the operator, Date/time of SMS delivered to the end subscriber, Final Status of the SMS, Status description etc. The solution should be capable of generating a detailed report in Excel/ PDF.
	1.7.5.16	Must be able to provide monthly/quarterly summary reports that show the delivery performance including average time to submit a request, Mobile number, and SMS list where SMS could not be sent for each transmission with the reason for failure.
	<b>1.7.6</b>	<b>Downtime</b>
	1.7.6.1	SMS Gateway must have 99% uptime and should be available on 24x7 bases.
	1.7.6.2	All SMS should be delivered within 2 minutes.
	1.7.6.3	Must have a 24x7 online ticketing mechanism and toll-free numbers for logging and tracking all the complaints raised by the Procuring Agency (RSU-SE&LD).
	1.7.6.4	All SMS messages are to be delivered to the recipients within 10 seconds of receipt of the message at the provider's desktop and are expected to be delivered to the mobile subscriber within 30 seconds.
<b>1.8</b>	<b>Bid Eligibility / Qualification Criteria / Evaluation Criteria</b>	
	<b>1.8</b>	<b>Initial Screening:</b> The following documents/certificates are the pre-requisite and shall be used for initial screening. The bidder shall go to the next stage if it fulfills all the requirements of the initial screening, which are as under:
	1.8.1	Can provide/deploy SMS portal on RSU-SE&LD desktop backed with documentary proof.
	1.8.2	Service providers should have an in-house data server hosted in Pakistan.
	1.8.3	Has submitted its Complete profile;
	1.8.4	Is an active taxpayer of National Tax (NTN) and General Sales Tax (GST) / Sindh Sales Tax (SST) (if applicable), SECP registration.
	1.8.5	Has submitted the bid security against the SMS broadcast services for which the bidder has quoted the price in form of a Pay Order / CDR / Demand Draft in favour of the Chief Program Manager, Reform Support Unit, School Education & Literacy Department, Government of Sindh as per the bid security clause of Sindh Public Procurement Rules 2010 (from time to time), which states that a Procuring Agency (RSU-SE&LD) may require from the bidders to furnish bid security not exceeding two per cent (2%) of the estimated price of procurement;
	1.8.6	At least 5 years of experience verifiable from certificate of incorporation/registration from relevant Department.
	1.8.7	Has PTA approved the license
	1.8.8	Has not been blacklisted by any of the Provincial or Federal Government Department, Agency, Organization or autonomous body, or Private Sector Organization anywhere in Pakistan;

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	1.8.9	Has provided Affidavit, to the effect, that all the documents, statements, and information provided with the proposal are complete, true, and correct in all aspects;
	1.8.10	Having documented proof of connectivity/ integration with all mobile operators providing telecommunication service in Pakistan from time to time.
	Note	Verifiable documentary proof for all the above requirements is mandatory. Noncompliance with any term or condition mentioned in the relevant Tender Notice or Tender Document shall also lead to disqualification.
<b>1.9</b>	<b>Technical Evaluation</b>	
		<ul style="list-style-type: none"> <li>• Type of Company</li> <li>• Office in Karachi</li> <li>• Clientage</li> <li>• Working experience with Government /Semi-Government/Autonomous bodies.</li> <li>• Audited financial statement</li> <li>• Annual Turnover</li> <li>• Technical Support Service</li> <li>• SMS threshold</li> </ul>
	Note	Note: Scoring sheet as per Evaluation criterion is at Annexure-D. Only those bidders would be called for financial evaluation that scores at least 70 marks in the evaluation criteria.
<b>1.10</b>	<b>Financial Evaluation</b>	
	1.10.1	Financial Evaluation of only those bidders would be conducted who would qualify the Technical Evaluation Criteria scoring at least 70 marks;
	1.10.2	Financial evaluation would be conducted as per the bid price schedule given at Annexure – F;
	1.10.1	The bidder with the lowest quote would be awarded the contract;
<b>1.11</b>	<b>Cost Related to Tender Preparation and Submission</b>	
	1.11.1	The Bidder shall bear all costs/ expenses associated with the preparation and submission of the Bid (s) and the Procuring Agency (RSU-SE&LD) shall in no case be responsible/liable for those costs/expenses.
<b>1.12</b>	<b>Examination of the Bid Document</b>	
	1.12.1	The Bidder is expected to examine the Bid Document, including all instructions and terms and conditions
<b>1.13</b>	<b>Clarification of the Bid Document</b>	
	1.13.1	The Bidder may require further information or clarification of the Bid Document. The clarification and its replies will be shared with all prospective bidders.
<b>1.14</b>	<b>Amendment of the Bid Document</b>	
	1.14.1	The Procuring Agency (RSU-SE&LD) may, at any time before the deadline for submission of the Bid, at its initiative or in response to a clarification requested by the Bidder (s), amend the Bid Document, on any account, for any reason. All amendment (s) shall be part of the Bid Document and binding on the Bidder (s).
	1.14.2	The Procuring Agency (RSU-SE&LD) shall notify the amendment(s) in writing to the prospective Bidders as per Sindh Public Procurement Rules, 2010 (amended till date).
	1.14.3	The Procuring Agency (RSU-SE&LD) may, at its exclusive discretion, amend the Bid Document to extend the deadline for the submission of the Bid as per Rule-22 of Sindh Public Procurement Rules, 2010.
<b>1.15</b>	<b>Preparation/ Submission of Bid</b>	
	1.15.1	The Bid and all documents relating to the Bid exchanged between the Bidder and the Procuring Agency (RSU-SE&LD), shall be in English.
	1.15.2	The bid shall be filled in/ accompanied by the prescribed Forms, Annexes, and Schedules shall be typed, filled in, stamped, and signed by the Bidder or his

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	authorized representative. The original stamped/ signed Bid documents shall be submitted with Technical Proposal.
<b>1.15.3</b>	<b>Technical Proposal shall comprise the following:</b>
1.15.3.1	Bid Security
1.15.3.2	Undertaking (all terms & conditions and qualifications listed anywhere in this Bid document have been satisfactorily vetted) (Annexure - A)
1.15.3.3	Affidavit (Integrity Pact) (Annexure - B)
1.15.3.4	Covering letter duly signed and stamped by an authorized representative (Annexure-C)
1.15.3.5	Duly signed and stamped copy of this tender document to ensure that the participating firm/ vendor/ contractor has read the tender document and tender notice and fully agrees with all the terms and conditions mentioned therein (Only the copy of the signed and stamped tender document issued by Procuring Agency (RSU-SE&LD) to a representative of the participating bidder shall be accepted. The copy uploaded on SPPRA & Procuring Agency (RSU-SE&LD) websites is just for informational purposes and will not be accepted)
1.15.3.6	Copy of Tender Document purchase slip
1.15.3.7	Financial Statements/Audited Accounts
1.15.3.8	Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan
1.15.3.9	All other documentary proofs are required for initial screening and technical evaluation.
1.15.3.10	Evaluation criteria are attached at Annexure-D
<b>1.15.4</b>	<b>Financial Proposals shall comprise the following</b>
1.15.4.1	Bid Submission Form (Annexure-E)
1.15.4.2	Price Schedule (Annexure-F)
<b>1.15.5</b>	<b>The Firm shall seal the Technical Proposal in an envelope duly marked as under:</b>
1.15.5.1	<b>Technical Proposal for</b> Bid No. [Number of Bid & Title] [Name of the Procuring Agency] [Address of the Procuring Agency] [Name of the Bidder] [Address of the Bidder] [Phone number of the Representative of the Bidder]
<b>1.15.6</b>	<b>The Firm shall seal the Financial Proposal in an envelope duly marked as under:</b>
1.15.6.1	<b>Financial Proposal for</b> Bid No. [Number of Bid & Title] [Name of the Procuring Agency] [Address of the Procuring Agency] [Name of the Bidder] [Address of the Bidder] [Phone number of the Representative of the Bidder]
<b>1.15.7</b>	<b>The Firm shall seal the Technical and Financial Proposal in an outer envelope duly marked as under:</b>
1.15.7.1	<b>Strictly Confidential</b> <b>Technical and Financial Proposal for</b> Bid No. [Number of Bid & Title] [Name of the Procuring Agency] [Address of the Procuring Agency] [Name of the Bidder] [Address of the Bidder]

  
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		[Phone Number of the Representative of the Bidder]
1.15.8	1.15.8.1	The Bid shall be dropped in the prescribed Bid Box placed at the Procuring Agency's office at 47-E/1, Street#48, PECHS-6, Near Nursery Furniture Market, Shahrah-e-Faisal, Karachi, not later than 15:00 PST on the last date of submission of bids. No late bid shall be accepted.
1.15.9	1.15.9.1	This is made obligatory to affix authorized signatures with an official stamp on all documents, annexures, copies, certificates, letters, forms, and all relevant documents as part of the bids submitted by the Bidder.
1.16	<b>Bid Price</b>	
	The quoted price shall be:	
1.16.1	Best / final / fixed and valid until completion of all obligations under the Contract i.e., not subject to variation / escalation;	
1.16.2	In Pak Rupees;	
1.16.3	Inclusive of all taxes, duties, levies, labour, transportation, installation, complementary costs associated, etc. (whichever is applicable);	
1.16.4	If not specifically mentioned in the Bid, it shall be presumed that the quoted price is as per the above requirements;	
1.16.5	The technical proposal should not contain any mention of prices. Price Schedule shall only be submitted with the sealed Financial Proposal (Annexure-F);	
1.16.6	Any change in Government duties or taxes shall be borne by the successful bidder;	
1.16.7	The Bid shall be checked for any arithmetic errors which shall be rectified, as follows:	
	1.16.7.1	If there is a discrepancy between the amount in figures and the amount in words for the Total Bid Price entered in the Bid Form, the amount, which tallies with the Total Bid Price entered in the Price Schedule, shall govern.
	1.16.7.2	If there is a discrepancy between the unit rate and the total price entered in the Price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
	1.16.7.3	If there is a discrepancy in the actual sum of the itemized total prices and the total bid price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.
1.16.8	The Bid price as determined after arithmetic corrections shall be termed as the Corrected Total Bid Price, which shall be binding upon the Bidder.	
1.16.9	The adjustment shall be based on corrected Bid Prices. The price determined after making such adjustments shall be termed as Evaluated Total Bid Price.	
1.16.10	Any deficiency resulting from any acceptable, quantifiable variations and deviations from the terms and conditions of the Contract / Technical Specifications, shall be added to the corrected Bid Price for comparison purposes only. No credit shall be given for offering a delivery period earlier than the specified period.	
1.16.11	The lowest evaluated Bidder may offer voluntary discounts for items, which shall be considered in the evaluation of the Bids to determine the Bid offering the aggregate lowest evaluated cost for the Procuring Agency in deciding award(s) for the whole bid.	
1.17	<b>Bid Security</b>	
	The bidder shall furnish the Bid Security as under:	
1.17.1	Denominated in Pak rupees and shall be in the form of Call Deposit Receipt (CDR) / Demand Draft (DD) in the name of Reform Support Unit, School Education & Literacy Department, Government of Sindh.	
1.17.2	2% of the bid amount	
1.17.3	Having a minimum validity period of ninety days from the last date for submission of the Bid or until furnishing of the Performance Guarantee, whichever is later.	

*Handwritten signature and date:*  
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1.17.4	The bid security shall be returned to the technically disqualified Bidders with their unopened/sealed financial bid while the unsuccessful bidders shall be returned the bid security only on a formal request. The Bid Security shall be returned to the successful Bidder on furnishing the Performance Guarantee and on a formal request;
1.17.5	Bid security will not be adjustable against any payment or performance guarantee.
1.17.6	Shall be part of Technical Proposal.
1.17.7	Procuring Agency (RSU-SE&LD) is not responsible for paying any interest/benefit on the amount submitted as bid security against this tender that could accumulate in the same period by investing/depositing in any bank or any other such institution/organization;
1.17.8	Bid security submitted by a bidder may be forfeited if:
1.17.8.1	The bidder has been found involved in the concealment of facts.
1.17.8.2	Any false/misleading information is provided in the submitted bid.
1.17.8.3	The bidder backs out from fulfilling the obligations of the bid after the opening of the bid.
1.18	<b>Bid Validity</b> The Bid shall have a minimum validity period of ninety (90) days from the last date for submission of the Bid. The Procuring Agency may solicit the Bidder's consent to an extension of the validity period of the Bid. The request and the response thereto shall be made in writing. If the Bidder agrees to an extension of the validity period of the Bid, the validity period of the Bid Security shall also be suitably extended. The Bidder may refuse an extension of the validity period of the Bid, without forfeiting the Bid security as per Rule 38 (1,2,3,4) (amended till date).
1.19	<b>Modification/ Withdrawal of the Bid</b>
1.19.1	The Bidder may, by written notice served on the Procuring Agency (RSU-SE&LD), modify, or withdraw the Bid after submission of the Bid before the deadline for submission of the Bid.
1.19.2	The Bid, withdrawn after the deadline for submission of the Bid and before the expiration of the period of the Bid validity, shall result in forfeiture of the Bid Security.
1.20	<b>Clarification of the Bid</b> The Procuring Agency (RSU-SE&LD) shall have the right, at its exclusive discretion, to require, further information or clarification of the Bid, from any or all the Bidder(s). The Procuring Agency (RSU-SE&LD) may, if necessary, after the opening of the bids, seek and accept such clarifications of the bid as do not change the substance of the bid as per Rule 43 (2) of Sindh Public Procurement Rules 2010 (amended till date). No change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the corrections of arithmetical errors discovered in the Bid. Acceptance of any such correction is the sole discretion of the Procuring Agency (RSU-SE&LD).
1.21	<b>Determination of Responsiveness of the Bid</b> The Procuring Agency (RSU-SE&LD) shall determine the substantial responsiveness of the Bid to the Bid Document, before the Bid evaluation, based on the contents of the Bid itself without recourse to extrinsic evidence. A substantially responsive Bid is one which:
1.21.1	Meets the eligibility criteria given herein this bid document;
1.21.2	Conforms to all terms and conditions of the Invitation to Bid (Tender Notice) and bid the document, without material deviation or reservation;
1.21.3	A material deviation or reservation is one, which affects the scope, quality of goods/services or limits the Procuring Agency's rights or the Bidders' obligations under the Contract.
1.21.4	The Bid determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation.
1.22	<b>Rejection of the Bid</b> The Procuring Agency (RSU-SE&LD) may reject all bids or proposals at any time before the acceptance (issuance of Acceptance Letter). The Procuring Agency (RSU-SE&LD) shall upon a

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	written request communicate to any bidder, the grounds for its rejection of all bids or proposals but shall not be required to justify those grounds. The Procuring Agency (RSU-SE&LD) shall incur no liability, solely, by the rejection of bidders. However, bidders shall be promptly informed about the rejection of the bids, if any [As per Rule 25 (1) of Sindh Public Procurement Rules, 2010]. The Bid shall be rejected if it is:
1.22.1	Substantially non-responsive in a manner prescribed in this document especially to the clause 'Determination of Responsiveness of the Bid'; or
1.22.2	Submitted in other than prescribed forms, annexes, documents by other than specified mode and language; or
1.22.3	Incomplete, partial, conditional, alternative, late; or
1.22.4	The Bidder has a conflict of interest with the Procuring Agency; or
1.22.5	The Bidder tries to influence the Bid evaluation / Contract award; or
1.22.6	The Bidder engages in corrupt or fraudulent practices in competing for the contract award;
1.22.7	The Bidder fails to meet the requirements of Bid Eligibility / Qualification Criteria;
1.22.8	The Bidder fails to meet the Technical and financial evaluation of the Proposal;
1.22.9	There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity, inconsistency, informality, or irregularity in the submitted bid.
1.22.10	The Bidder submits any financial condition as part of its bid, which is not in conformity with the bid document.
<b>1.23</b>	<b>Technical and Financial Evaluation of Proposal</b>
	The Bidders who have duly complied with the Bid Eligibility / Qualification Criteria will be eligible for further processing.
1.23.1	During the technical evaluation no amendments in the technical proposal shall be permitted;
1.23.2	The Bidders conforming to the terms and conditions of this bid document will be considered for technical and financial evaluation;
1.23.3	After evaluation of the technical proposals, financial proposals of the technically qualified bidder(s) will be opened, publicly at a time, date and venue which will be announced and communicated to the bidders in advance, within the bid validity period;
1.23.4	The financial bids found technically nonresponsive shall be returned unopened to the respective bidders on formal request;
1.23.5	Technically qualified bidder(s) with the lowest quoted price will be awarded the contract.
<b>1.24</b>	<b>Award Criteria</b>
	The eligible bidder/ Bidder fulfilling the qualification and technical evaluation criteria will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on the lowest cost quoted SMS Broadcast Services as per rules and fulfilling all codal formalities.
<b>1.25</b>	<b>Acceptance Letter</b>
	As per provisions of Rule (49) of Sindh Public Procurement Rules 2010, the Procuring Agency shall issue the Acceptance Letter to the successful Bidder, at least after 03 working days of the announcement of bid evaluation reports (Ref. Rule-45 of Sindh Public Procurement Rules, 2010) and before the expiry of the original validity period or extended validity period of the Bid, which shall constitute a contract, until execution of the formal contract. Work Order will be issued after the issuance of Acceptance Letter subject to submission of performance guarantee and signing of the contract.
<b>1.26</b>	<b>Redressal of Grievances by the Procuring Agency</b>
	The Procuring Agency (RSU-SE&LD) has constituted a committee comprising an odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur before the entry into force of the procurement contract.
1.26.1	Any bidder feeling aggrieved by any act of the Procuring Agency (RSU-SE&LD) after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.

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1.26.2	The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
1.26.3	The mere fact of lodging a complaint shall not warrant suspension of the procurement process.

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- i. Service level agreement (SLA)
5. This Contract shall prevail over all other documents. In the event of any discrepancy /inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of Pakistan as of the day, month and year first indicated above.

For	For
Reform Support Unit, School Education & Literacy Department, Government of Sindh (RSU-SE&LD)	M/S. .... ..... .....
Name:	Name:
CNIC Number:	CNIC Number:
Address:	Address:
Signature:	Signature:
Thumb Impression:	Thumb Impression:
<b>WITNESSES</b>	
<b>First Party</b>	<b>Second Party</b>
Name:	Name:
CNIC Number:	CNIC Number:
Address:	Address:
Signature:	Signature:
Thumb Impression:	Thumb Impression:

*[Handwritten Signature]*  
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<b>GENERAL CONDITIONS OF CONTRACT</b>	
<b>1.26</b>	<b>Contract &amp; Contract Duration</b>
	The Procuring Agency (RSU-SE&LD) shall, after receipt of the Performance Guarantee from the successful Bidder, send the Contract provided in the Bid Document, to the successful Bidder. Within 03 working days of the receipt of such Contract, the Bidder shall sign and date the Contract and return it to the Procuring Agency. The contract duration shall be initially for one year for <b>SMS BROADCAST SERVICES</b> from the date of delivery till the end of the warranty period and can be extendable upon mutual consent of the two parties.
<b>1.27</b>	<b>Contract Documents and Information</b>
	The Contractor shall not, without the Procuring Agency's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications or information furnished by or on behalf of the Procuring Agency (RSU-SE&LD) in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
<b>1.28</b>	<b>Contract Language</b>
	The Contract and all documents relating to the Contract exchanged between the Contractor and the Procuring Agency (RSU-SE&LD), shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.
<b>1.29</b>	<b>Standards</b>
	The services provided under this Contract shall conform to the authoritative latest industry standards.
<b>1.30</b>	<b>Patent Right</b>
	The Contractor shall indemnify and hold the Procuring Agency (RSU-SE&LD) harmless against all third-party claims of infringement of patent, trademark or industrial design rights arising from deliverance of services or any part thereof.
<b>1.31</b>	<b>Performance Guarantee</b>
	The successful contractor shall furnish a Performance Guarantee as under:
<b>1.31.1</b>	After the receipt of the Acceptance Letter from the Procuring Agency (RSU-SE&LD) till the time of signing of the contract;
<b>1.31.2</b>	In the form of a CDR/ Pay Order/ Demand Draft, Bank Guarantee in favour of the Chief Program Manager, Reform Support Unit, School Education & Literacy Department, Government of Sindh issued by a scheduled bank operating in Pakistan;
<b>1.31.3</b>	For a sum equivalent to 5% (Five Percent) of the total value of the Contract;
<b>1.31.4</b>	In Pak Rupees;
<b>1.31.5</b>	Have a minimum validity period of (06) six months from the date of Award / Notification or until the date of completion of the task, whichever is later;
<b>1.31.6</b>	Will be retained for a period until successful delivery of services or the warranty period whichever comes later;
<b>1.31.7</b>	Performance guarantee will not be adjustable against any payment;
<b>1.31.8</b>	The contractor shall cause the validity period of the Performance Guarantee to be extended for such period(s) as the contract performance may be extended.
<b>1.31.9</b>	Procuring Agency (RSU-SE&LD) is not responsible to pay any interest/benefit on the amount submitted as Performance Guarantee against this tender that could accumulate in the same period by investing/ depositing in any bank or any other such institution/ organization;
<b>1.31.10</b>	The proceeds of the Performance Guarantee may be payable to the Procuring Agency (RSU-SE&LD), on the occurrence of any/ all the following conditions:
<b>1.31.10.1</b>	If the contractor commits a default under the Contract;

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		1.31.10.2	If the contractor fails to fulfil any of the obligations under the Contract;
		1.31.10.3	If the contractor violates any of the terms and conditions of the Contract.
1.32	<b>Integrity Pact</b>		
	1.32.1	If the Security Agency or personnel is found to have violated or involved in violation of the Integrity Pact signed by the Security Agency to this Form of Contract, then the client shall be entitled to:	
		1.32.1.1	Recover from the Security Agency an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Security Agency or any of his Personnel.
		1.32.1.2	Terminate the contract, and
		1.32.1.3	Recover from the Security Agency any loss or damage to the Client because of such termination or any other corrupt business practices of the Security Agency or any of his Personnel.
		1.32.1.4	On termination of the Contract under Sub-Para (b) of his Sub-Clause, the Security Agency shall proceed in accordance with Terms and Conditions of Contract. Payment upon such termination shall be made after having deducted the amounts due to the Client.
1.33	<b>Delivery</b>		
	1.33.1	The successful bidder shall provide the service of SMS broadcasting service within 14 days of issuance of the work order. The Contractor shall ensure that the services shall be delivered or provided as per schedule of delivery or contract period. If it shall appear to the Procuring Agency (RSU-SE&LD) that the services have been or are likely to be delayed because of incomplete delivery or for any other reasons, it may require the Contractor at the expense of the Contractor to provide the services thereof and the contractor can demand extension of the delivery period with proper justification of reasoning in writing.	
	1.33.2	The Contractor shall provide the required services as is sufficient to prevent the damage or deterioration during storing and transit to their destination as indicated in the Contract.	
1.34	<b>Payment</b>		
	1.34.1	The Payment of the service provider will be made directly by the Procuring Agency (RSU-SE&LD) to the vendor on monthly basis after submitting a comprehensive report of SMS sent with the following supporting documents.	
		1.34.1.1	Invoice in triplicate in the name of RSU-SE&LD having NTN.
		1.34.1.2	Report of Actual number of SMS sent.
		1.34.1.3	Service Satisfaction Report submitted by concern section of Procuring Agency (RSU-SE&LD).
		1.34.1.4	Sales Tax Invoice (if not exempted) or attach exemption certificate.
		1.34.1.5	Non-payment certificate.
		1.34.1.6	Partial deliveries & part payments will not be allowed.
	1.34.2	All payments shall be subject to all taxes, duties, and levies applicable under the laws of Pakistan.	
	1.34.3	The Procuring Agency (RSU-SE&LD) will not be responsible for any erroneous calculation of tax rates. However, any change in rates or structure of applicable taxes after the bid submission date shall be adjusted in the price and shall be borne by the Bidder.	
1.35	<b>Prices</b>		

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	The Contractor shall not charge prices for the services rendered and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.
<b>1.36</b>	<b>Contract Amendment</b>
1.36.1	The Procuring Agency (RSU-SE&LD) may at any time, by written notice served to the Contractor, alter, or amend the contract for any identified need/requirement in the light of prevailing rules and regulations.
1.36.2	The Contractor shall not execute any Change until and unless the Procuring Agency (RSU-SE&LD) has allowed the said Change, by written order served on the Contractor
1.36.3	The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.
1.36.4	No variation in or modification in the Contract shall be made, except by a written amendment signed by both the Procuring Agency and the Contractor
1.36.5	The procuring agency (RSU-SE&LD) can go for repeat orders as per Rule 16 (b) Direct contracting: a procuring agency shall only engage in direct contracting if any of the following conditions exist: Repeat orders not exceeding fifteen per cent of the original procurement;
<b>1.37</b>	<b>Assignment / Subcontract</b>
1.37.1	The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Procuring Agency's prior written consent.
1.37.2	The Contractor shall guarantee that any and all assignees/ subcontractors of the Contractor shall, for the performance of any part/ whole of the task under the contract, comply fully with the terms and conditions of the Contract applicable to such part/ whole of the task under the contract.
<b>1.38</b>	<b>Extensions in time for performance of obligations under the Contract</b>
	If the Contractor encounters conditions impeding the timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Procuring Agency, promptly indicate the facts of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of such notice, the Procuring Agency (RSU-SE&LD) shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor, extend the Contractor's time for performance of its obligations under the Contract.
<b>1.39</b>	<b>Liquidated Damages</b>
	If the Contractor fails to provide the required Services as is sufficient to prevent the damage or deterioration of Services during storing as indicated in the Contract, the Procuring Agency may either deduct the amount from the Contract Price or the contractor shall pay the Procuring Agency the amount equal to the original cost of the damaged/lost Goods/Services due to any reason e.g. Accident, rain, damage and theft etc. If the Contractor fails to provide any item/service within the delivery time, 0.05 % of the total payment will be imposed as a penalty per day. The period of liquidated damages will expire in 30 days, after which Procuring Agency (RSU-SE&LD) may cancel the work order and forfeit the performance guarantee. After the confiscation of the performance guarantee and cancellation of the work order, the vendor will not claim any payment whatsoever. In case of unreasonable delay in the provision of services or case of unsatisfactory quality of services, Procuring Agency (RSU-SE&LD) reserves the right to forfeit the performance guarantee and cancel the work order and the vendor will not claim any payment whatsoever.  Procuring Agency (RSU-SE&LD) might also blacklist and debar the contractor from participating in public procurements in case of unnecessary delay in the execution of the contract or on the provision of unsatisfactory/ unprofessional quality of services.
<b>1.40</b>	<b>Blacklisting</b>

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	<p>The Procuring Agency (RSU-SE&amp;LD) may, for a specified period, debar a bidder or contractor from participating in any public procurement process of Procuring Agency (RSU-SE&amp;LD), if the bidder or contractor has:</p> <p>(a) Acted in a manner detrimental to the public interest or good practices.  (b) Consistently failed to perform his/her obligation under the contract.  (c) Not performed the contract up to the mark; or  (d) Indulged in any corrupt practice.</p>	
<b>1.41</b>	<b>Termination for Default</b>	
	1.41.1	<p>If the Contractor fails/delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits a breach of any of the terms and conditions of the Contract, the Procuring Agency may, at any time, without prejudice to any other right of action/remedy it may have, by written notice served on the Contractor, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure/delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.</p>
	1.41.2	<p>If the Procuring Agency terminates the Contract for default, in whole or in part, the Procuring Agency may procure, upon such terms and conditions and in such manner, as it deems appropriate, Services like those undelivered, and the Contractor shall be liable to the Procuring Agency for any excess costs for such similar services. However, the Contractor shall continue the performance of the Contract to the extent not terminated.</p>
<b>1.42</b>	<b>Termination for Convenience</b>	
	1.42.1	<p>The Procuring Agency may, at any time, by written notice served on the Contractor, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.</p>
	1.42.2	<p>The services, which are complete or to be completed by the Contractor, within the delivery period shall be accepted by the Procuring Agency. For the remaining g services, the Procuring Agency may elect:</p>
	1.42.2.1	To have any portion thereof provided; and/or
	1.42.2.2	To cancel the remainder and pay to the Contractor an agreed amount for partially delivered services, together with a reasonable allowance for overhead and profit.
<b>1.43</b>	<b>Termination for Insolvency</b>	
	<p>If the Contractor becomes bankrupt or otherwise insolvent, the Procuring Agency may, at any time, without prejudice to any other right of action/ remedy it may have, by written notice served on the Contractor, indicate the nature of the insolvency, and terminate the Contract, in whole or in part, without any compensation to the Contractor</p>	
<b>1.44</b>	<b>Force Majeure</b>	
	1.44.1	<p>For this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising according to this Contract, the dispute is referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Karachi, Pakistan. The award shall be final and binding on the parties.</p>

*[Handwritten Signature]*  
04/08

1.44.2	The Contractor shall not be liable for liquidated damages, blacklisting for future Bids, if and to the extent his failure/ delay in performance/ discharge of obligations under the Contract is the result of an event of Force Majeure.
1.44.3	If a Force Majeure situation arises, The Contractor shall, by written notice served on The Procuring Agency, indicate such condition and the cause thereof. Unless otherwise directed by The Procuring Agency in writing, The Contractor shall continue to perform under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
1.44.4	Force Majeure shall not include:
1.44.4.1	Any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor
1.44.4.2	Any event which a diligent Party could reasonably have been expected to both
1.44.4.3	Consider at the time of the conclusion of this Contract and
1.44.4.4	Avoid or overcome in the carrying out of its obligations hereunder.
1.44.5	Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
<b>1.45</b>	<b>Dispute Resolution</b>
1.45.1	The Procuring Agency and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract
1.45.2	If after thirty working days, from the commencement of such informal negotiations, the Procuring Agency and the Contractor have been unable to amicably resolve a Contract dispute, either party may require that the dispute be referred to Arbitration Committee, which will be constituted by the Chief Program Manager, RSU-SE&LD with one representative of the Contractor. The decision of the Arbitration Committee shall be final and binding on both parties.
<b>1.46</b>	<b>Statutes and Regulations</b>
1.46.1	The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
1.46.2	The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Procuring Agency indemnified against all penalties and liability of any kind for breach of any of the same
<b>1.47</b>	<b>Taxes and Duties</b>
	The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed, make inquiries on income tax to the concerned authorities of Income Tax.
<b>1.48</b>	<b>Contract Cost</b>
	The Contractor shall bear all costs/expenses associated with the preparation of the Contract and the Procuring Agency shall in no case be responsible/liable for those costs/expenses. The successful bidder shall provide legal stamp papers of relevant value according to Govt. rules and regulations for the signing of the formal contract
<b>1.49</b>	<b>Authorized Representative</b>
1.49.1	The Procuring Agency (RSU-SE&LD) or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all the duties/authority, vested in them, to their authorized Representative(s), including but not limited to sign on their behalf to legally bind them, and may, at any time, revoke such delegation.

*[Handwritten Signature]*  
24/10/08

	1.49.2	The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Procuring Agency or the Contractor.
	1.49.3	Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
	1.49.4	Any decision, instruction or approval is given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though the principal had given it.
	1.49.5	If the Contractor questions any decision or instruction of the Authorized Representative of the Procuring Agency (RSU-SE&LD), the Contractor may refer the matter to the Procuring Agency (RSU-SE&LD) who shall confirm, reverse, or vary such decision or instruction.
1.50	<b>Waiver</b>	
		Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

*[Handwritten Signature]*  
04/08

SPECIAL STIPULATIONS (BID DATASHEET)		
For ease of Reference, certain special stipulations are as under:		
Reference	Description	Details
Clause 1.3	Bidding procedure	Single-stage – Two Envelopes Procedure
Clause 1.4.6	Last date and time for the Submission of bidding document.	15:00 PST on 22-08-2022 at 47-E/1, Street#48, PECHS-6, Near Nursery Furniture Market, Shahrah-e-Faisal, Karachi.
Clause 1.4.7	Date, time, and venue of the opening of technical proposals	15:30 PST on 22-08-2022 at 47-E/1, Street#48, PECHS-6, Near Nursery Furniture Market, Shahrah-e-Faisal, Karachi.
Clause 1.13	Bid Price	Should be best and final prices including all applicable taxes as no negotiations on the prices are allowed.
Clause 1.14	Bid Security	The Contractor shall furnish the 2% of the estimated price as Bid Security in the form of Demand Draft/ Pay Order/ Call Deposit Receipt, in the name of the Chief Program Manager, Reform Support Unit, School Education & Literacy Department, Government of Sindh.
Clause 1.15	Bid validity period	90 Days
Clause 1.30	Performance Guarantee	5% of Contract Value
Clause 1.31	Delivery	Within 15 days
Clause 1.37	Liquidated damages for failure to provide the services by the Contractor	If the contractor fails to provide the services in time as specified in the scope of work. 0.05% of the quoted price per day shall be imposed as a penalty. Further, failure to meet the required quality standards/specifications will appeal to the financial deduction that may be up-to performance guarantee submitted.
Clause 1.4.22	Contact Person for Communication:	<p style="text-align: center;"><b>(Primary)</b></p> <p>Name: Mr. Tufail Ahmed Soomro Designation: Section Officer (Admin)/Procurement Officer-SE&amp;LD Contact No: 0333-3312713</p> <p style="text-align: center;"><b>(Secondary)</b></p> <p>Name: Mr. Nazar Muhammad Chandio Designation: Program Officer (OOSC)-RSU-SE&amp;LD Contact No: 0302-8230855</p>

*Tufail Ahmed Soomro*  
04/08



**ANNEXURES**

**ANNEXURE-A**

**(WILL BE ATTACHED WITH TECHNICAL PROPOSAL)**

To be submitted on legal stamp paper of Rs. 100/- with Technical Proposal

**UNDERTAKING**

It is certified that the information furnished herein and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are liable to any punitive action for furnishing false information/ documents.

We undertake that our firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.

Dated this                      day of    2022

Signature

(Company Stamp)

In the capacity of:

Duly authorized to sign bids for and on behalf of:



(Attestation by Notary Public/ Oath Commissioner)

**ANNEXURE-B****To be submitted on legal stamp paper of Rs. 100/- with Technical Proposal****(Integrity Pact)****AFFIDAVIT****DECLARATION OF FEES, COMMISSION, AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.**

Contract Number	
Date	
Contract Value	
Contract Title	

M/S -----, hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege, or other obligation or benefit from the Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, M/S ----- 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 to 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 inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

M/S ----- 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation, or warranty. M/S ----- 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 benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract, or other instruments, be voidable at the option of PA.

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

**Signature & Stamp**

In the capacity of: -----

-----

Subscribed and sworn to me this                      day of                      2022

**(Attestation by Notary Public/ Oath Commissioner)**

**ANNEXURE-C**

**(WILL BE ATTACHED WITH TECHNICAL PROPOSAL)**

**FORMAT FOR COVERING LETTER OF BID**

To

(Name and address of Procuring Agency)

Subject: -----  
-

Dear Sir,

- a) Having examined the Bid document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said services on terms of reference to be signed upon the award of contract for the sum indicated as per Price Schedule.
- b) We undertake, if our proposal is accepted, to provide the services comprise in the contract within the time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- c) We agree to abide by this proposal for the period of----- days (as per the requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the----- (insert name of the Procuring Agency) incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e) We understand that you are not bound to accept a lowest or any bid you may receive, not to justify for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

**Authorized Signatures with Official Stamp:** -----



A handwritten signature in blue ink, followed by the date '24/08' written in black ink.

**ANNEXURE-D****Evaluation criteria for Technical Qualification:**

- i. Evaluation will be done only on the grounds of documents provided in the technical proposal submitted by the bidder.
- ii. Only those Bidders who qualify in the evaluation of the technical proposal will have their financial proposal opened.
- iii. The financial proposals of the bidders who qualify technical part will be compared. The bidder offering the lowest price and will be awarded the task for only those items/services in which the bidder stands lowest.
- iv. Total marks for Technical Proposal: 100 marks.
- v. Minimum qualifying percentage for entering financial proposal is 70%. Applicant who secured less than 70% marks will be disqualified and will not be entertained for financial evaluation.
- vi. Bidder shall not be eligible for technical qualification, if they fail to meet any eligibility criteria.

Sr.#	Evaluation Factors & Description	Maximum Marks
1.	<b><u>Type of Company:</u></b> Limited company = 10 marks Partnership = 07 marks Proprietary = 05 marks	10
2.	Office in Karachi	5
3.	<b><u>Clientage (3 Marks for each client):</u></b> to whom the bidder has done or been doing SMS broadcast business during the last 5 years along with their Names, Addresses, and Phone Numbers.	15
4.	<b><u>Experience:</u></b> Experience working with Government organizations (3 for each) to whom the bidder has done SMS broadcast business.	15
5.	Audited Financial Statements of Last /recent three years. (5 marks for each)	15
6.	<b><u>Financial:</u></b> Annual Turnover for IT-related services Rs. 50 million or above = 15 Marks Annual Turnover < Rs. 50 million & >= Rs. 20Million = 10 Marks Annual Turnover < 20 million = 05 Marks	15
7.	24x7 technical support services	15
8.	<b><u>SMS Threshold:</u></b> SMS send threshold >= 500/sec = 10 SMS send threshold >= 200/sec & < 500/sec = 07 SMS send threshold >= 50/sec & < 200/sec = 05	10
<b>TOTAL MARKS</b>		<b>100</b>
<b>QUALIFYING MARKS</b>		<b>70</b>

ANNEXURE-E

(WILL BE ATTACHED WITH FINANCIAL PROPOSAL)

BID SUBMISSION FORM

To (Name and address of Procuring Agency)

[Location, Date]

Dear Sir,

We, the undersigned, offer to provide the------(Insert title of assignment) in accordance with your Bidding Document No.-----dated------(insert date). Our attached Bid is for the sum of the amount of -----, This amount is inclusive of all taxes.

Our Bid shall be binding upon us up to the expiration of the validity period of the Bid, i.e. for a period of ninety (90) days.

We also declare that the Government of Sindh/Pakistan has not declared us blacklisted on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We, furthermore, pledge not to indulge in such practices in competing for or in executing the Contract and are aware of the relevant provisions of the Bid Document.

We understand you are not bound to accept any Proposal you receive.

We remain, Yours sincerely,

Authorized Signature (Original) (In full and initials)

Name and Designation of Signatory

Name of Firm

Address

A handwritten signature in black ink, followed by the date '04/08' written below it.

**ANNEXURE-F**  
**PRICE SCHEDULE**

S/No.	Description	Unit	Quantity	Price per unit (Inclusive of all applicable Taxes)
1	Configuration / set up fee (one-off cost)	No.	1	
2	SMS services outgoing Per SMS (160 characters)	No	1	

**Gross Total (In words) -----**

As per law, the agreement of this procurement needs to be signed on a stamp paper with a stamp value of

0.35% of the contract value. The bidder will be responsible to provide stamp paper with the contract stamp amount.

Rates should be quoted in Pak Rupees. Price inclusive of all taxes. RSU-SE&LD will not be making any other payment except those mentioned in the bid.

-----  
**Date**  
**Signature**

-----  
**Company Seal & Bidder's**

  
04/08

**FORM-1**

**Company/Firm Information**

Kindly provide the following details for the Firm.

1. Name of the Firm:
2. Date on which the company started its business.
3. Brief description of SMS Services/IT-Project(s).
4. Brief description of Relevant Installation / Configuration of SMS gateway service Project(s).
5. Company Registration number. (Also attach company registration certificate.)
6. Core Business.
7. Experience with Social Sector safety services networks
8. Brief of 5 key HR:
  - i. Age.
  - ii. Qualification.
  - iii. Experience.
  - iv. Field of expertise.

Signature: -----

Seal:

Full Name:

Address:

*[Handwritten Signature]*  
*[Date: 04/08]*

**FORM- 2****Financial Situation**

Each Applicant must fill in this form

Financial Data for Previous 3 Years [Pak Rupee]

**Information from Balance Sheet**

<b>Financial Data for Previous 3 Years [Pak Rupee]</b>			
<b>Description</b>	<b>Year-2019</b>	<b>Year 2020</b>	<b>Year 2021</b>
Total Assets			
Total Liabilities			
<b>Net Worth</b>			
Current Assets			
Current Liabilities			
Cash Flow			

**Information from income statement**

Total Revenues/ Sales			
Profit Before Taxes			
Profit After Taxes			
Interest Charges Paid			
Net Profit			

Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.

- All such documents reflect the financial situation of the Applicant, and not sister or parent companies.
- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

*[Handwritten Signature]*  
24/10/08

**Signed & Stamped**



**FORM-3**  
**Average Annual Turnover**

Each Bidder must fill in this form

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for Contracts/Orders in progress or completed.

Annual Turnover Data for the Last 3 Years		
Sr. No	Year	Amount in PKR.
1	2019	
2	2020	
3	2021	
Average Annual Turnover		

*[Handwritten Signature]*  
24/08

Signed & Stamped

**FORM:4**

**Performance Security Bank Guarantee**

Contract Name and No.

Date:

To:

WHEREAS----- (hereinafter called "Contractor") has undertaken, pursuant to Contract No.----- dated----- to supply----- (hereinafter "the contract").

AND WHEREAS Installation / Configuration f SMS gateway service, have been stipulated by you in the Contract that the Contractor shall furnish you with a security issued ----- by a reputable guarantor for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned ----- legally domiciled in ----- hereinafter called the "the Guarantor"), have agreed to give the Contractor a security:

THEREFOR, WE----- hereby affirm that we are the Guarantors and are responsible to you, on behalf of the Contractor, up to a total of RUPEES----- and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, without cavil or argument, demur OR protest any sum or sums within the limits of -----as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the----- day of -----  
---

Name: ----- In the capacity of -----  
---

Signed-----

Duly authorized to sign the security for and on behalf of -----

Date-----

**SERVICE LEVEL AGREEMENT**  
**SMS BROADCASTS SERVICE PROVIDER**



**REFORM SUPPORT UNIT**  
**SCHOOL EDUCATION & LITERACY DEPARTMENT**  
**GOVERNMENT OF SINDH**  
**47-E, 48th street, PECHS, Block- 06, Shahrab-e-Faisal, Karachi**

*[Handwritten signature]*  
*29/03*

**SERVICE LEVEL AGREEMENT (SLA) FOR SMS BROADCASTS SERVICES**

This Agreement ("Agreement") is made at Karachi on this            day of            2022.

By and Between

Reform Support Unit, School Education & Literacy Department, Government of Sindh (RSU-SE&LD) with its head office located at 47-E/1, Street No. 48, PECHS Block-6, Near Nursery Furniture Market, Shahrah-e-Faisal, Karachi (hereinafter referred to as the "RSU-SE&LD", which expression shall, where the context so admits, include its successors in interest and permitted assigns) as Party of the First Part.

And

-----, a company incorporated under the Companies Act 2017 and having            its registered office (hereinafter referred to as the "SMS Broadcast Service Provider", which expression shall, where the context so admits, include its successors in interest and permitted assigns) as Party of the Other Part.

The RSU-SE&LD and the SMS Service Provider shall hereinafter be referred to as the "Parties" collectively and the "Party" individually and interchangeably.

**Whereas.**

- a) The RSU-SE&LD is desirous of acquiring SMS Broadcast services ("Services") for the official purpose of the Authority.
- b) The SMS Services Provider Company is a reputable and well-experienced concern in a similar industry and has the requisite expertise and adequate manpower to provide the Services as required by the RSU-SE&LD.
- c) The SMS Services Provider Company represents and warrants that it is duly licensed and authorized by the Government of Pakistan for carrying out the Services as required by the RSU-SE&LD.
- d) The Company has agreed to provide, and the RSU-SE&LD has agreed to provide the Services in accordance with the terms and conditions set forth in this Agreement.

**Now, therefore,** upon the terms and subject to the conditions of this Agreement, it is hereby agreed by and between the Parties as under:

**1. Duration:**

Effect for a period of one (01) year (the "Term") from the date when this agreement became effective or until terminated in accordance with this Agreement.

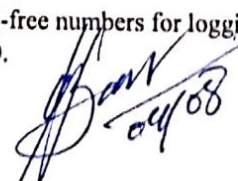
Prior to the expiration of the Term, this Agreement may be extended or modified by a written mutual agreement between the Parties. When used in this Agreement, the phrase "the Term" shall refer to the entire duration of the Agreement.

**2. Services:**

The SMS Broadcast service provider in accordance with best industry practice and to the entire satisfaction of the RSU-SE&LD.

**3. Downtime:**

- i. SMS Gateway must have 99.9% uptime and should be available on 24x7 bases.
- ii. All SMS should be delivered/received within 2 minutes.
- iii. Must have a 24x7 online ticketing mechanism and toll-free numbers for logging and tracking all the complaints raised by the RSU-SE&LD.



- iv. All SMS messages are to be delivered to the recipients within 10 seconds of receipt of the message at the provider's server and expected to be delivered to the mobile subscriber within 30 seconds.

**4. Timeline:**

The SMS broadcast service provider is required to complete the work within 14 working days from the date of signing of the SLA.

**5. Payments:**

- i. The RSU-SE&LD agrees to pay the agreed to pay as per the actual numbers of SMS deliver/received per month for the Services provided by the SMS broadcast service provider under this Contract on a quarterly basis.
- ii. If due to any unavoidable circumstance the RSU-SE&LD fails to pay on time, they may communicate to the SMS broadcast service provider with reason.
- iii. In the event of non-payment for a period over 60 days, the SMS broadcast service provider shall make all reasonable efforts of communication with the RSU-SE&LD for payment of the outstanding amount.

**6. Non-Disclosure / Confidentiality:**

- i. SMS broadcast service provider shall take reasonable steps to ensure that the numbers and data of the RSU-SE&LD are not disclosed to any third party or personnel other than for the provision of the Products and Services under this Contract. However, the SMS broadcast service provider shall not be responsible or liable for the disclosure from any source other than the SMS broadcast service provider.
- ii. SMS broadcast service provider shall not provide any data, information, or antecedents related to RSU-SE&LD's or any third-party using services under this Contract unless an express written consent is provided to SMS Service Provider.
- iii. Both parties agree, to indemnify and hold harmless, the other party against damages, liabilities, and costs arising from the negligent acts of the defaulting party in the timely deliverance of services under this Contract.

**7. Complaint Logging Procedure:**

- i. SMS broadcast service provider will provide an online complaint management portal.
- ii. The nominated representative of the RSU-SE&LD will launch the complaint through email.
- iii. On logging of complaint, the SMS service Provider will be bound to resolve the issue within 24 working hours and inform the RSU-SE&LD after resolving the complaint.

**8. Contract Period:**

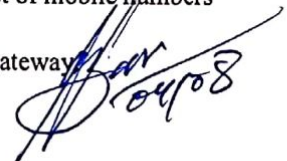
- i. The RSU-SE&LD agrees to use the service for a period of at least one year starting from the Effective Date stated herein above.
- ii. The contract period will be extended with the mutual consent of both parties
- iii. SMS broadcast service provider will provide an online complaint management portal.

**9. Support:**

- i. The SMS broadcast service provider tries to resolve the issue depending on the nature of the Complaint. In case the issue is related to Transmission or Media Availability, the Complaint is forwarded to their relevant department.
- ii. The SMS broadcast service provider will provide/replace backup service without any cost to the RSU-SE&LD, if any system is not working or lost or any other issue.

**10. Quality of Service:**

- i. It should be secured via user ID/password-based access control and open on all popular browsers (i.e., Internet Explorer, Google Chrome, Opera, Safari, Firefox, Netscape etc.)
- ii. Ability to create and manage groups. Further, it must be possible to send SMS to individual numbers or groups directly.
- iii. Multiple upload formats like CSV, Excel, and XML for uploading a list of mobile numbers along with a plug-in for sending SMS.
- iv. Provision for cancellation of SMS queue. MNP management at SMS gateway



- v. Portal should have the provision of sending Bulk SMS.
- vi. There should be support for sending SMS on portable and non-portable numbers.
- vii. Must be Unicode Characters supported.
- viii. Provision for SMS-wise and Number Wise Scheduling/Rescheduling on working and non-working days.
- ix. Multiple users should support, and the portal should have permission/access management.
- x. Web portal should allow saving the Contacts.
- xi. SMS portal should be deployed on the RSU-SE&LD dedicated desktops and it should not be accessible by anyone other than the RSU-SE&LD staff.
- xii. Prompt after-sale support service of the SMS portal is required.
- xiii. SMS portal should be Microsoft windows based (.Net).
- xiv. SMS Portal should also provide an audit trail of SMS sent/received.
- xv. Should have the ability to provide sent SMSs monthly/quarterly Reports containing the following fields: Mobile Number/MSISDN Complete Message text, Message Category, Bearer (GSM/CDMA), Operator, Circle, National / International Sender Name/ID, Date/time of SMS received at the gateway, Date/time of SMS send/receive to the operator, Date/time of SMS delivered to the end subscriber, Final Status of the SMS, Status description, etc. The solution should be capable of generating a detailed report in Excel/ PDF.
- xvi. Must be able to provide weekly /monthly/quarterly summary reports that show the delivery performance including average time to submit a request, Mobile number, and SMS list where SMS could not be sent for each transmission with the reason for failure.

**11. Central Management Information System:**

SMS broadcast service provider MIS to RSU-SE&LD for generating of serval type of report which they required.

- SMS Send Report
- Any other reports required by RSU-SE&LD.

**12. Termination:**

- i. Either Party may terminate this Agreement if the other Party fails to remedy a breach of the terms and conditions of this Agreement within thirty (30) days of a written notice to do so.
- ii. The RSU-SE&LD may terminate this Agreement if the service provider fails to provide the Services in accordance with this Agreement or to the entire satisfaction of the RSU-SE&LD.

**Provided that the termination of this Agreement shall not.**

- (a) relieve either Party from any expense, liability or obligation or any remedy therefore which has accrued or attached prior to the date of such termination, nor
- (b) cause either Party to lose, surrender or forfeit any rights or benefits which have accrued at the time of termination.

**13. Force Majeure:**

- i. The obligations of each of the Parties hereunder shall be suspended during the period and to the extent that such Party is prevented or hindered from complying therewith by "Force Majeure" (as hereinafter defined). In such event, the Party shall give notice of suspension as soon as reasonably possible to the other Party stating the date and extent of such suspension and the cause thereof. Any of the Parties whose obligations have been suspended as aforesaid shall resume the performance of such obligations as soon as reasonably possible after the removal of the cause and shall so notify the other Party.
- ii. Force Majeure" means any cause beyond the reasonable control of such Party including (in so far as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs, labour disputes, and compliance with any law or governmental order, rule, regulation or direction but solely restricted to laws,

*[Handwritten Signature]*  
04/08

orders, rules, regulations, or directions of governmental agencies or bodies in Pakistan or of any other organization or RSU-SE&LD or regulatory authority binding within Pakistan, provided that a lack of funds shall not constitute "Force Majeure". Nothing herein shall require the Parties concerned to settle strikes or labour disputes by acceding to demands deemed to be unreasonable by objectively evaluating the situation but subject to this, the Party concerned shall use its reasonable endeavors to remove, avoid and/or mitigate the effects of such circumstances.

- iii. If the force majeure continues, or the carrying out of this Agreement is delayed, for a prolonged period or it becomes impossible to perform a material provision of this Agreement, either party may terminate this Agreement by notice to the other part.
- iv. For the purpose of this clause, a prolonged period is one exceeding thirty (30) days.

**14. Dispute Resolution:**

- i. The Procuring Agency and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- ii. After thirty working days, from the commencement of such informal negotiations, the Procuring Agency and the Contractor have been unable to amicably resolve a Contract dispute, either party may require that the dispute be referred to the Arbitration Committee, which will be constituted by the Chief Program Manager, RSU-SE&LD with one representative of the Contractor. The decision of the Arbitration Committee shall be final and binding on both parties.

**IN WITNESS** whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of Pakistan as of the day, month and year first indicated above.

For	For
Reform Support Unit, School Education & Literacy Department, Government of Sindh (RSU-SE&LD)	M/S. ....
Name:	Name:
CNIC Number:	CNIC Number:
Address:	Address:
Signature:	Signature:
Thumb Impression:	Thumb Impression:
<b>WITNESSES</b>	
<b>First Party</b>	<b>Second Party</b>
Name:	Name:
CNIC Number:	CNIC Number:
Address:	Address:
Signature:	Signature:
Thumb Impression:	Thumb Impression: