

## Higher Education, Archives and Libraries Department

Gate No. 5, Opposite Minister Block, Civil Secretariat, Peshawar, Khyber Pakhtunkhwa

# STANDARD BIDDING DOCUMENT

## FOR PROCUREMENT OF SERVICES

### PROVISION OF BULK SMS API GATEWAY SERVICES (TRANSACTIONAL & PROMOTIONAL)

Procurement Method: Single Stage – Single Envelope Procedure

Procurement Mode: Open Competitive Bidding (National)

Governing Rules: Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA)  
Rules, 2014, as amended

Tender Reference No.: **SOG/HED/1-1/26 (Student Attendance)**

*Issued by: Section Officer (General), Higher Education, Archives and Libraries Department  
July, 2026*

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## SECTION 1 – INVITATION FOR BIDS (IFB)

Section Officer (General), Higher Education, Archives and Libraries Department ('the Procuring Agency') invites sealed bids from eligible, reputable, and financially sound telecom-licensed SMS gateway/aggregator service providers and registered firms for the 'Provision of Bulk SMS API Gateway Services (Transactional & Promotional)' under a Single Stage – Single Envelope bidding procedure in accordance with Rule 23 of the KPPRA Rules, 2014.

**1.1** The estimated monthly consumption is approximately 100,000 SMS, which may vary month to month based on actual institutional requirements. Bidders shall quote firm rates per SMS (separately for transactional and promotional/bulk categories); the Procuring Agency does not guarantee any minimum volume and shall pay only for SMS actually consumed.

**1.2** The Contract shall be executed as a Framework Agreement for a period of one (1) year from the date of signing, extendable by the Procuring Agency at the same or improved rates, terms and conditions for up to two (2) further one-year periods (maximum cumulative duration of three years), subject to satisfactory performance and availability of budget.

**1.3** RFP Documents can be downloaded from EPADS (<https://kp.eprocure.gov.pk>) after publication of this advertisement in the newspaper till last date for submission of proposal. The advertisement may also be downloaded from [www.kppra.gov.pk](http://www.kppra.gov.pk) and [www.hed.gov.pk](http://www.hed.gov.pk) website.

**1.4** A complete set of bidding documents may be purchased/downloaded as per details given in the Bid Data Sheet (BDS).

**1.5** In addition, a copy of Bids in hard must be delivered to the office address given below on or before **20<sup>th</sup> July, 2026 at 1400 hours**. Bids shall be opened immediately thereafter, in the presence of bidders' representatives who choose to attend, at the same address.

**1.6** Bids must be accompanied by a Bid Security as specified in the BDS and must remain valid for the period specified in the ITB.

**1.7** Late bids shall be rejected and returned unopened.

<b>Submission Deadline</b>	<b>20<sup>th</sup> July, 2026 at 02:00</b> (Pakistan Standard Time)
<b>Bid Opening</b>	Immediately after deadline, same venue
<b>Venue</b>	Gate No. 5, Opposite Minister Block, Civil Secretariat, Peshawar, Khyber Pakhtunkhwa
<b>Contact Person</b>	Section Officer (General), Tel: 091-9211672

## SECTION 2 – INSTRUCTIONS TO BIDDERS (ITB)

### 2.1 Scope of Bid

**2.1.1** The Procuring Agency invites bids for the provision of an SMS API gateway service enabling bulk transmission of transactional and promotional SMS, as detailed in Section 6 (Schedule of Requirements). The procurement is conducted as a Service (Non-Consulting Service) procurement under the KPPRA Rules, 2014.

**2.1.2** The bidder shall bear all costs associated with preparation and submission of its bid, and the Procuring Agency shall not be responsible for these costs regardless of the outcome of the bidding process.

### 2.2 Source of Funds

**2.2.1** Funds for this procurement are available from **Non-Development Budget** of the Procuring Agency for FY **2026-27**.

### 2.3 Eligibility Criteria (Mandatory Pass/Fail)

**2.3.1** Eligibility shall be assessed strictly on a PASS/FAIL basis, independent of and prior to price comparison, in line with the Single Stage – Single Envelope method where cost is the sole determining factor among eligible, responsive bidders. A bid failing ANY criterion below shall be declared non-responsive and shall not proceed to price comparison, regardless of its quoted rates. The Procuring Agency shall not apply any comparative/weighted scoring to these criteria.

**2.3.2** Note on Telecom Operators as Bidders: Pakistan's PTA-licensed Cellular Mobile Operators (CMOs) — e.g., Jazz, Telenor/Ufone (PMCL), Zong, Ufone and any other — are fully eligible to bid directly in their own capacity, since they natively own SMS connectivity/gateway infrastructure and do not require a third-party connectivity agreement. Criterion (c) below is therefore structured as an 'either/or': a bidder qualifies either (i) as a CMO bidding directly, or (ii) as an aggregator/value-added service (VAS) provider holding a valid connectivity/reseller agreement with one or more CMOs, or PTA authorization as an SMS aggregator. Both categories of bidders compete on equal footing in this bidding process; no preference is given to either category.

S.No.	Criterion	Documentary Proof Required
a	Legal status: registered with SECP (company) or Registrar of Firms (partnership/sole proprietorship)	SECP Incorporation Certificate / Registrar of Firms Registration Certificate
b	Valid tax registration and active taxpayer status	NTN Certificate; Active Taxpayer List (ATL) status print; STRN/Provincial sales tax registration with KPRA having active status
c	Telecom connectivity capability — EITHER (i) bidder is itself a PTA-licensed CMO, OR (ii) bidder is an aggregator/VAS provider with direct/SMPP/API connectivity agreement(s) with one or more	(i) PTA CMO License; OR (ii) Connectivity/reseller agreement(s) with CMO(s) and/or PTA aggregator authorization letter

	CMOs and/or valid PTA authorization as an SMS aggregator	
d	Relevant experience: minimum 3 years actively providing bulk/A2P SMS services in Pakistan, with at least 2 contracts or more both (government or corporate) in the last 3 years with a value of approximately Rs 100M.	Client completion certificates / purchase orders / contracts with scope and value; company profile
e	Financial capacity: average annual turnover of at least <b>[Rs. 50 million]</b> over the last 3 years	Audited financial statements or bank statements/certificate for the last 3 years
f	Not blacklisted or debarred by KPPRA, PPRA, any other public procuring agency, or PTA.	Notarized affidavit (Form-5)
g	Bid Security flat @ Rs 500,000/PKR	CDR/Bank Guarantee (Form-3);
h	Integrity Pact furnished with the bid in the form of an undertaking on the firm's official pad	Integrity Pact (Form-6),
i	Technical compliance with minimum specifications in Section 6 (API/SMPP, DLR, masking, throughput, uptime, data residency)	Signed technical compliance statement; API documentation; sample DLR/API response format

**2.3.3** Sequence of evaluation: (1) completeness/responsiveness check of documents under ITB 2.10; (2) eligibility criteria (a)-(i) above, assessed strictly pass/fail; (3) among bidders who pass all eligibility criteria, the Total Evaluated Bid Price (ITB 2.12) shall be compared, and the contract awarded to the bidder with the Lowest Evaluated Bid Price. No bidder shall be ranked, preferred, or scored on the basis of exceeding the minimum eligibility/technical criteria; criteria (a)-(i) carry no marks/weightage and are assessed strictly as PASS or FAIL.

PASS or FAIL criteria is mandatory and the bidder has to qualify on each item of the criteria. Failing on ANY single item would disqualify the bidder from further evaluation,

## 2.4 One Bid per Bidder

**2.4.1** A bidder shall submit only one bid, either individually or as a partner in a joint venture. A bidder who submits or participates in more than one bid shall be disqualified for all bids in which it has participated.

## 2.5 Cost of Bidding

**2.5.1** The bidder shall bear all costs associated with the preparation and submission of its bid.

## 2.6 Contents of Bidding Document

**2.6.1** The bidding document comprises the Sections listed in the Table of Contents, including amendments, if any, issued in accordance with ITB Clause 2.8.

## 2.7 Clarification of Bidding Document

**2.7.1** A prospective bidder requiring any clarification of the bidding document may notify the Procuring Agency in writing at the address indicated in the BDS. The Procuring Agency shall respond in writing to any request received earlier than **[5]** days prior to the deadline, and shall circulate its response (including an explanation of the query without identifying its source) to all who have obtained the bidding document.

## 2.8 Amendment of Bidding Document

**2.8.1** At any time prior to the deadline for submission of bids, the Procuring Agency may, for any reason, amend the bidding document by issuing an addendum, which shall be communicated in writing/uploaded on the website to all prospective bidders and shall be binding on them.

**2.8.2** To allow prospective bidders reasonable time to take an amendment into account, the Procuring Agency may, at its discretion, extend the deadline for submission of bids, pursuant to Rule 25 of the KPPRA Rules, 2014.

## 2.9 Language of Bid

**2.9.1** The bid and all correspondence and documents related to the bid shall be in English.

## 2.10 Documents Comprising the Bid

**2.10.1** The bid shall comprise the following, each duly signed and stamped by the authorized representative of the bidder:

1. Bid Form (Form-1) and Price Schedule (Form-2), with rates quoted per SMS for transactional and promotional categories;
2. Bid Security in the form and amount specified in the BDS (Form-3);
3. Documentary evidence of eligibility under ITB 2.3, including NTN/STRN certificates, SECP/Registrar of Firms registration, CMO connectivity agreements/letters or aggregator authorization, and audited financial statements/bank statements for the last **[3]** years;
4. Power of Attorney/authorization letter for the signatory (Form-4);
5. Affidavit of bid validity, non-blacklisting and undertaking against sub-letting (Form-5);
6. Integrity Pact, duly signed (Form-6), if contract value exceeds the threshold prescribed under KPPRA Rules;
7. Technical proposal/compliance statement demonstrating capability against the specifications in Section 6 (platform architecture, API documentation, DLR mechanism, throughput/TPS capacity, masking/Sender ID provisioning, data security and uptime commitment, sample DLR/API response formats, list of similar assignments with clients in last 3 years);
8. Any other document specified in the BDS.

## 2.11 Bid Prices

**2.11.1** Prices shall be quoted on a per-SMS basis, in Pakistani Rupees (PKR), as a single all-inclusive rate covering the cost of the SMS, connectivity charges, overheads, and ALL applicable taxes, duties and levies (including Provincial Sales Tax on Services/GST, Withholding Tax adjustments, and any other statutory charge). Bidders shall not show any tax as a separate line item; the quoted per-SMS rate shall be deemed final and all-inclusive, and no claim for additional tax payment over and above the quoted rate shall be entertained by the Procuring Agency, except for tax deduction at source as required by law, which the Procuring Agency shall withhold from the Service Provider's invoice and deposit with the relevant tax authority on the Service Provider's behalf.

**2.11.2** Since actual monthly SMS volume will fluctuate, the contract value shall not be a fixed lump sum; payment shall be made strictly on the basis of the number of SMS successfully delivered (DLR-confirmed) multiplied by the quoted unit rate(s), subject to ITB 2.12.

**2.11.3** Rates quoted shall remain firm and fixed for the entire initial one-year contract period and shall not be subject to any adjustment on account of currency fluctuation, inflation, or any other factor, except as may be expressly allowed in the SCC for renewal years.

## 2.12 Bid Evaluation Methodology – Notional Volume

**2.12.1** Bids will be compared on the basis of the Total Evaluated Bid Price, calculated by applying each bidder's quoted per-SMS rates to a Notional Annual Volume of 1,200,000 SMS (100,000 SMS per month x 12 months), apportioned 70% transactional and 30% promotional, as set out below. This notional volume is for bid comparison purposes only and does NOT constitute a guaranteed order quantity. Actual billing under the resulting contract shall be based strictly on actual SMS consumed at the contracted unit rates.

SMS Category	Notional Volume	Quoted (PKR/SMS)	Rate	Evaluated Amount
Transactional SMS	840,000	[Bidder to fill]		=Rate x Vol
Promotional/Bulk SMS	360,000	[Bidder to fill]		=Rate x Vol
<b>Total Evaluated Bid Price</b>	<b>1,200,000</b>			

## 2.13 Currencies of Bid and Payment

**2.13.1** Prices shall be quoted and payments made in Pakistani Rupees only.

## 2.14 Bid Validity

**2.14.1** Bids shall remain valid for a period of **[90]** days from the date of bid opening. A bid valid for a shorter period shall be rejected as non-responsive.

## 2.15 Bid Security

**2.15.1** The bidder shall furnish, as part of its bid, a Bid Security in the amount and form specified in the BDS, in the form of a Call Deposit Receipt (CDR)/Pay Order/Bank Guarantee from a scheduled bank.

**2.15.2** The Bid Security of unsuccessful bidders shall be returned on finalization of the bidding process and signing of the contract. The Bid Security of the successful bidder shall be returned upon furnishing of the Performance Guarantee and signing of the contract.

**2.15.3** The Bid Security may be forfeited if a bidder withdraws its bid during the period of bid validity, or refuses to sign the contract, or fails to furnish Performance Guarantee after notification of award, in accordance with Rule 32 of the KPPRA Rules, 2014.

## **2.16 Format and Signing of Bid**

**2.16.1** The bidder shall prepare one original of the documents comprising the bid and clearly mark it 'ORIGINAL'. The bid shall be typed and signed by a person duly authorized to bind the bidder, with the Power of Attorney/authorization attached. All pages shall be initialed by the same person.

## **2.17 Sealing and Marking of Bids (Single Stage – Single Envelope)**

**2.17.1** Pursuant to Rule 23 of the KPPRA Rules, 2014, this is a Single Stage – Single Envelope procurement. The bidder shall submit its bid in a single sealed envelope containing the financial proposal (Price Schedule) together with all required technical, legal and eligibility documents.

**2.17.2** The envelope shall be marked 'Bid for Provision of Bulk SMS API Gateway Services – Tender No. [ ] – DO NOT OPEN BEFORE [Date & Time]' and addressed to the Procuring Agency at the address specified in the BDS.

## **2.18 Deadline for Submission of Bids**

**2.18.1** Bids must be received by the Procuring Agency at the address specified no later than the date and time stated in the IFB/BDS. The Procuring Agency may extend this deadline by issuing an amendment, in which case all rights and obligations of the Procuring Agency and bidders shall thereafter be subject to the deadline as extended.

## **2.19 Late Bids**

**2.19.1** Any bid received after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

## **2.20 Withdrawal, Substitution and Modification of Bids**

**2.20.1** A bidder may withdraw, substitute or modify its bid after submission, provided written notice is received by the Procuring Agency prior to the deadline for submission of bids.

## **2.21 Bid Opening**

**2.21.1** The Procuring Agency shall open all bids, in the presence of bidders' representatives who choose to attend, at the date, time and venue specified, in accordance with Rule 23 read with Rule 28 of the KPPRA Rules, 2014. The bidders' names, bid prices, presence/absence of Bid Security, and such other details as the Procuring Agency considers appropriate, shall be announced and recorded in the minutes of bid opening.

## **2.22 Confidentiality**

**2.22.1** Information relating to the examination, evaluation, comparison of bids and recommendation for award shall not be disclosed to bidders or any other person not officially concerned until the notification of award is made.

## **2.23 Clarification of Bids**

**2.23.1** The Procuring Agency may, at its discretion, seek clarification from any bidder regarding its bid. No change in price or substance of the bid shall be sought, offered or permitted, except to correct arithmetic errors discovered during evaluation.

## **2.24 Examination of Bids and Determination of Responsiveness**

**2.24.1** The Procuring Agency shall examine the bids to confirm that all documents requested in ITB 2.10 have been provided, the bid is properly signed, the Bid Security has been furnished, and the bid is otherwise substantially responsive to the requirements of the bidding document.

**2.24.2** A substantially responsive bid is one that conforms to all terms, conditions and specifications of the bidding document without material deviation, reservation or omission. A bid determined non-responsive shall be rejected and may not subsequently be made responsive by correction.

## **2.25 Correction of Errors**

**2.25.1** Arithmetical errors shall be rectified on the following basis: if there is a discrepancy between the unit rate and the total price (obtained by multiplying the unit rate by quantity/notional volume), the unit rate shall prevail and the total price corrected. If there is a discrepancy between words and figures, the amount in words shall prevail.

## **2.26 Evaluation and Comparison of Bids**

**2.26.1** The Procuring Agency shall evaluate and compare only bids determined to be substantially responsive, on the basis of (a) eligibility/qualification compliance (Pass/Fail) as per ITB 2.3, (b) technical compliance with the minimum technical specifications in Section 6 (Pass/Fail), and (c) the Total Evaluated Bid Price calculated as per ITB 2.12, since the procurement is conducted on the 'Lowest Evaluated Responsive Bid' basis under Rule 23 of the KPPRA Rules, 2014.

**2.26.2** The bidder with the Lowest Evaluated Bid Price, among bids passing eligibility and technical compliance, shall be recommended for the award of contract.

## **2.27 Procuring Agency's Right to Accept/Reject Bids**

**2.27.1** The Procuring Agency reserves the right to accept or reject any bid, or annul the bidding process and reject all bids at any time, in accordance with Rule 31 of the KPPRA Rules, 2014, without incurring any liability to the affected bidder(s).

## **2.28 Award Criteria and Notification of Award**

**2.28.1** Subject to ITB 2.27, the Procuring Agency shall award the contract to the bidder whose bid has been determined the Lowest Evaluated Responsive Bid, in accordance with the KPPRA Rules, 2014. Prior to expiry of bid validity, the Procuring Agency shall notify the successful bidder in writing of the acceptance of its bid.

## **2.29 Performance Guarantee**

**2.29.1** The successful bidder shall, within **[10]** days of receipt of notification of award, furnish a Performance Guarantee in the amount and form specified in the BDS, valid until **[30]** days after expiry of the applicable contract year/SLA period, which shall be renewed for each renewal period.

## **2.30 Signing of Contract**

**2.30.1** Within **[15]** days of furnishing the Performance Guarantee, the Procuring Agency and the successful bidder shall sign the Framework Contract Agreement substantially in the form provided in Section 8.

### **2.31 Integrity Pact**

**2.31.1** If the value of procurement exceeds the threshold prescribed by KPPRA, an Integrity Pact in the prescribed format (Form-6) shall be signed by the bidder along with the bid, in accordance with the KP Government's anti-corruption policy/Rule 91 of KPPRA Rules, 2014 read with applicable Integrity Pact instructions.

### **2.32 Redressal of Grievances**

**2.32.1** Any bidder aggrieved by an act of the Procuring Agency after the submission of its bid may lodge a written complaint to the Procuring Agency, which shall constitute a Grievance Redressal Committee in accordance with Rule 33 of the KPPRA Rules, 2014, to address the complaint within the prescribed timelines, prior to execution of the contract.

### **2.33 Fraud and Corruption**

**2.33.1** The Procuring Agency requires bidders to observe the highest standard of ethics. Any bidder found to have engaged in corrupt, fraudulent, collusive, coercive or obstructive practices shall be liable for rejection of bid, blacklisting, forfeiture of Bid Security and such other action as may be permissible under the KPPRA Rules, 2014 and applicable law.

## SECTION 3 – BID DATA SHEET (BDS)

The following data supplements/amends the provisions of the Instructions to Bidders (ITB). In case of conflict, the provisions of the BDS shall prevail over the ITB.

ITB Ref.	Particulars
2.3	Procuring Agency: <b>[Name]</b> . Eligibility assessed strictly PASS/FAIL per the criteria table in ITB 2.3 (legal status, tax registration, telecom connectivity/CMO status, 3 years' relevant experience, financial capacity, non-blacklisting, bid security/integrity pact, technical compliance). CMOs may bid directly; aggregators/VAS providers may bid via CMO connectivity agreements or PTA authorization.
2.7	Address for clarifications: Arsalan.ahmed.kpk@gmail.com Postal :Gate No. 5, Opposite Minister Block, Civil Secretariat, Peshawar, Khyber Pakhtunkhwa, Tel: 091-9211672
2.9	Language: English
2.12	Notional Annual Volume: 1,200,000 SMS (840,000 transactional + 360,000 promotional)
2.14	Bid Validity: 90 days from bid opening date
2.15	Bid Security: Rs. 500,000/PKR in the form of CDR/Bank Guarantee from a scheduled bank,
2.17 / 2.18	Submission Deadline: <b>[Date, Time]</b> . Address: Gate No. 5, Opposite Minister Block, Civil Secretariat, Peshawar, Khyber Pakhtunkhwa
2.21	Bid Opening: Same date/time/venue as submission deadline
2.29	Performance Guarantee: 5% of the Total Evaluated Bid Price (notional, recalculated annually for renewals), in the form of Bank Guarantee from a scheduled bank, valid for the relevant contract year + 30 days
2.31	Integrity Pact required: Yes, if contract value exceeds KPPRA-prescribed threshold (currently Rs. 10 million)

## **SECTION 4 – GENERAL CONDITIONS OF CONTRACT (GCC)**

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### **4.1 Definitions**

In this Contract, the following terms shall be interpreted as indicated: 'Contract' means the Framework Agreement entered into between the Procuring Agency and the Service Provider; 'Service Provider' means the firm providing SMS API gateway services under this Contract; 'Services' means the bulk SMS transmission and related API/connectivity services described in Section 6; 'SLA' means Service Level Agreement; 'DLR' means Delivery Report confirming successful delivery of an SMS to the recipient handset; 'Day' means calendar day.

### **4.2 Application**

These General Conditions shall apply to the extent that they are not superseded by provisions of the Special Conditions of Contract (SCC).

### **4.3 Standard of Performance**

The Service Provider shall perform the Services and carry out its obligations with due diligence, efficiency and economy, in accordance with generally accepted technical and professional standards, and shall employ appropriate technology, secure and reliable connectivity, and qualified personnel.

### **4.4 Framework Agreement Nature**

This Contract is a Framework Agreement; it does not commit the Procuring Agency to purchase any minimum or guaranteed quantity of SMS. The Procuring Agency shall issue periodic usage/consumption through its operational system, and payment obligations shall arise only in respect of SMS actually transmitted and DLR-confirmed as delivered, at the rates fixed in the Contract.

### **4.5 Term and Renewal**

The initial term of this Contract shall be one (1) year from the Effective Date. The Procuring Agency may, at its sole discretion and subject to satisfactory performance, extend the Contract for up to two further periods of one year each (aggregate maximum of three years), on the same rates, terms and conditions, or as renegotiated downward, by issuing written notice to the Service Provider at least 30 days prior to expiry of the then-current term. The Service Provider shall have no claim to automatic renewal.

### **4.6 Prices**

Prices/rates per SMS shall remain fixed and firm for the duration of each contract year and shall not be subject to escalation except as may be expressly provided in the SCC for subsequent renewal years, and only with prior written consent of the Procuring Agency.

### **4.7 Payment**

Payments shall be made monthly in arrears, within 30 days of receipt of a correctly submitted invoice supported by a system-generated consumption/DLR report reconciled against the Procuring Agency's own dispatch logs, subject to applicable tax deductions at source.

### **4.8 Taxes and Duties**

The Service Provider shall be liable for all taxes, duties, levies and charges, except where the law requires withholding by the Procuring Agency, which shall be deducted at source as per applicable rates.

#### **4.9 Performance Guarantee**

The Service Provider shall maintain a valid Performance Guarantee throughout the Contract term as specified in the BDS/SCC, to be encashed by the Procuring Agency in case of default, breach, or failure to meet SLA commitments as specified in Section 6.

#### **4.10 Insurance / Liability**

The Service Provider shall be solely responsible for the security, confidentiality and integrity of all data and message content transmitted through its platform, and shall indemnify the Procuring Agency against any loss arising from data breach, unauthorized disclosure, or misuse of data attributable to the Service Provider or its sub-contractors.

#### **4.11 Confidentiality and Data Protection**

The Service Provider shall treat all data, including recipient mobile numbers and message content, as strictly confidential, shall not use, sell, share or process such data for any purpose other than delivery of the Services, and shall comply with applicable data protection and PTA regulations. This obligation shall survive termination or expiry of the Contract.

#### **4.12 Service Level Agreement (SLA) and Penalties**

The Service Provider shall comply with the minimum SLA parameters (uptime, delivery success rate, latency, DLR accuracy) specified in Section 6. Failure to meet SLA thresholds shall attract Liquidated Damages/penalties as specified in the SCC, without prejudice to the Procuring Agency's right to terminate the Contract for persistent non-performance.

#### **4.13 Sub-Contracting**

The Service Provider shall not sub-contract or assign the Contract, in whole or in part, to any third party without the prior written consent of the Procuring Agency. Use of underlying CMO connectivity arrangements disclosed at the time of bidding shall not be considered sub-contracting.

#### **4.14 Suspension**

The Procuring Agency may, by written notice, suspend the Services in whole or in part if the Service Provider fails to perform any of its obligations, allowing a reasonable cure period as specified in the SCC.

#### **4.15 Termination**

The Procuring Agency may terminate this Contract, in whole or in part, by written notice, for: (a) material breach not remedied within the cure period; (b) repeated SLA non-compliance; (c) the Service Provider's insolvency or bankruptcy; (d) corrupt, fraudulent, collusive or coercive practices; or (e) convenience, with **[30]** days' written notice, in accordance with Rule 92 read with relevant provisions of the KPPRA Rules, 2014 and the Contract.

#### **4.16 Force Majeure**

Neither party shall be liable for failure to perform its obligations due to events beyond its reasonable control, including but not limited to natural disasters, war, civil unrest, or nationwide telecom network failure, provided the affected party gives prompt notice and takes reasonable steps to mitigate the impact.

#### **4.17 Settlement of Disputes**

The parties shall use their best efforts to amicably settle disputes through negotiation. Failing amicable settlement within **[30]** days, the dispute shall be referred to arbitration in accordance with the Arbitration Act, 1940 (or any successor legislation), with the seat of arbitration at **Peshawar**, and shall otherwise be subject to the exclusive jurisdiction of the courts at **Peshawar**, Khyber Pakhtunkhwa.

#### **4.18 Governing Law**

This Contract shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan, including the KPPRA Act, 2012 and KPPRA Rules, 2014.

#### **4.19 Notices**

Any notice given by one party to the other shall be in writing and delivered by hand, registered post, or email (with read receipt/acknowledgement) to the address specified in the SCC.

## SECTION 5 – SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions supplement the GCC. Where there is a conflict, the SCC shall prevail.

GCC Ref.	Particulars
4.5	Initial term: 1 year from Effective Date. Renewable for 2 further 1-year periods on written notice 30 days before expiry, subject to satisfactory SLA performance over the preceding period.
4.6	Rates may be revised at renewal only by mutual written agreement, and any upward revision shall not exceed the lower of (a) the average annual CPI/SBP inflation rate for the preceding year, or (b) 10%, and shall require Competent Authority approval whichever is beneficial to the PE.
4.7	Invoices to be submitted by the 5th of each month for the preceding month's consumption, reconciled within 7 working days; payment within 30 days of reconciled invoice.
4.9	Performance Guarantee: 5% of the prior 12 months' actual billed value (or notional value for year 1), renewed annually.
4.12	SLA penalty: 0.5% of the monthly invoice value per percentage point shortfall below the minimum delivery success rate of 95%, subject to a maximum deduction of 10% of the monthly invoice; uptime below 99% in any month attracts a penalty of 1% of the monthly invoice per each additional 1% downtime, capped at 10%.
4.13	Disclosed CMO/aggregator connectivity arrangements: <b>[Service Provider to list at bidding stage]</b> .
4.15	Cure period for remediable breach: 7 days from written notice.
4.17	Seat of arbitration: Peshawar. Sole arbitrator to be appointed by mutual consent, failing which by the District Judge, Peshawar.
4.19	Notices to Procuring Agency: Gate No. 5, Opposite Minister Block, Civil Secretariat, Peshawar, Khyber Pakhtunkhwa / Tel: 091-9211672. Notices to Service Provider: <b>[Address/Email, to be filled at contract signing]</b> .

## SECTION 6 – SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

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### 6.1 Scope of Services

The Service Provider shall supply, on a Framework Agreement basis, an SMS API gateway enabling the Procuring Agency's application(s) to send transactional and promotional/bulk SMS to recipients across all major Pakistani cellular mobile networks, with delivery confirmation (DLR), at an estimated average volume of 100,000 SMS per month (variable), for an initial 1-year term renewable up to 3 years.

### 6.2 Minimum Technical Specifications

- REST/HTTP(S) API and/or SMPP connectivity, with complete API documentation and a sandbox/test environment provided free of charge during integration and the contract term.
- Support for both single and bulk/batch SMS submission, with synchronous and asynchronous delivery report (DLR) callback/webhook support.
- Direct or first-tier connectivity with all major Pakistani CMOs (Jazz, Telenor/Ufone-PMCL, Zong, Ufone, etc.) — bidder to disclose connectivity type (Direct/SS7/SMPP/Aggregator) for each network.
- Custom/dynamic Sender ID (masking) support, subject to PTA approval/registration, for institutional branding (e.g., the Procuring Agency's approved mask).
- Minimum throughput capacity of 50 transactions per second (TPS), scalable on demand without additional infrastructure cost to the Procuring Agency.
- Minimum guaranteed delivery success rate of 95% (network-attributable failures excluded, subject to verifiable DLR evidence) and platform uptime of 99% measured monthly.
- Real-time and historical reporting dashboard accessible to the Procuring Agency, with exportable consumption/DLR logs (CSV/Excel) for reconciliation.
- Support for Unicode (Urdu/multi-language) SMS in addition to standard GSM 7-bit encoding.
- Role-based user access control, API key/IP whitelisting security, and encrypted (HTTPS/TLS) data transmission.
- 24/7 technical support with a defined escalation matrix and maximum response time of **[4]** hours for critical faults.
- Data residency/processing: all message content and recipient data shall be processed and stored within Pakistan, and shall not be shared with or processed by any entity outside Pakistan without prior written consent of the Procuring Agency.

### 6.3 Pricing Structure

Bidders shall quote a single firm rate per SMS for each of the two categories below, applicable irrespective of monthly volume tier (i.e., flat per-unit pricing, not slab-based), unless the bidder wishes to additionally offer optional volume-tier discounts as a value-added alternative (to be evaluated only as supplementary information, not as part of the evaluated price).

- Transactional SMS (OTP, alerts, notifications) — Rate per SMS (PKR)
- Promotional/Bulk SMS (marketing, mass notifications) — Rate per SMS (PKR)

#### **6.4 Deliverables on Mobilization**

- API credentials, documentation, and sandbox access within 5 working days of contract signing.
- Successful integration testing and Sender ID/mask registration within 15 working days of contract signing.
- Go-live and handover of operational dashboard access within 20 working days of contract signing.

## SECTION 7 – BIDDING FORMS

### Form 1 – Bid Form

To: Higher Education, Archives and Libraries Department, Gate No. 5, Opposite Minister Block, Civil Secretariat, Peshawar, Khyber Pakhtunkhwa

Having examined the bidding documents for 'Provision of Bulk SMS API Gateway Services', Tender No. [ ], including all addenda thereto, we, the undersigned, offer to provide the Services in conformity with the said bidding documents at the rates quoted in the attached Price Schedule (Form-2).

We undertake, if our bid is accepted, to sign the Framework Contract Agreement within the period specified, to furnish a Performance Guarantee in accordance with the bidding document, and to commence mobilization within the timelines specified in Section 6.

We confirm that this bid, together with your written acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

We understand that you are not bound to accept the lowest or any bid you may receive.

Signature:	Date:
Name of Signatory:	CNIC No.:
Designation:	Company Seal:

### Form 2 – Price Schedule

SMS Category	Notional Volume	All-Inclusive Rate per SMS (PKR)	Evaluated Amount (PKR)
Transactional SMS	840,000		
Promotional/Bulk SMS	360,000		
<b>Total Evaluated Bid Price (PKR)</b>	<b>1,200,000</b>		

Total Evaluated Bid Price in words:

Note: The quoted rate per SMS is final and all-inclusive (covering all applicable taxes, duties, levies and overheads), in accordance with ITB 2.11. No separate tax line item shall be added to or claimed over and above this rate, except statutory withholding tax which the Procuring Agency shall deduct at source as per law.

### Form 3 – Bid Security Format (Bank Guarantee)

WHEREAS [Bidder's Name] (hereinafter called 'the Bidder') has submitted its bid dated [ ] for 'Provision of Bulk SMS API Gateway Services' (hereinafter called 'the Bid').'

KNOW ALL PERSONS by these presents that We **[Bank Name]**, having our registered office at **[Address]** (hereinafter called 'the Bank'), are bound unto Higher Education, Archives and Libraries Department (hereinafter called 'the Procuring Agency') in the sum of PKR **[Amount]** for which payment well and truly to be made to the Procuring Agency, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are: (1) if the Bidder withdraws its Bid during the period of bid validity; or (2) if the Bidder, having been notified of acceptance of its Bid, fails to sign the Contract or furnish Performance Guarantee within the specified period — then the Bank undertakes to pay the Procuring Agency, up to the above amount, upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand.

This guarantee shall remain valid up to **[Date, i.e., 28 days beyond bid validity]** and any demand in respect thereof should reach the Bank not later than the above date.

#### **Form 4 – Power of Attorney / Authorization**

We, **[Bidder Company Name]**, hereby authorize Mr./Ms. **[Name]**, holding CNIC No. **[ ]**, Designation **[ ]**, to sign and submit the bid and all related documents, and to act on our behalf in all matters connected with the bid for 'Provision of Bulk SMS API Gateway Services', Tender No. **[ ]**.

#### **Form 5 – Affidavit (Bid Validity, Non-Blacklisting, No Sub-Letting)**

I, **[Name]**, CNIC No. **[ ]**, authorized representative of **[Bidder Company Name]**, do hereby solemnly affirm and declare that: (a) our bid shall remain valid for the period specified in the bidding document; (b) our firm is not blacklisted or debarred by KPPRA, any Federal/Provincial procuring agency, or PTA; (c) we shall not sub-let or assign the contract, in whole or in part, without the prior written consent of the Procuring Agency; and (d) all information and documents submitted with our bid are true and correct to the best of our knowledge.

#### **Form 6 – Integrity Pact**

Contract No. **[ ]** Dated: **[ ]** Contract Value: **[ ]** Contract Title: Provision of Bulk SMS API Gateway Services

Higher Education, Archives and Libraries Department (hereinafter called 'the Principal') and **[Bidder Name]** (hereinafter called 'the Bidder/Contractor') agree to the following Integrity Pact:

The Principal commits itself to take all measures necessary to prevent corruption and to observe a code of conduct ensuring transparency and equal treatment. The Bidder/Contractor commits itself to take all measures to prevent corrupt practices, unfair means and illegal activities, and undertakes that it has not paid, and shall not pay, any bribe, commission or gift to any official of the Principal, directly or indirectly, in connection with this bid/contract. Any violation entitles the Principal to terminate the contract and forfeit the Bid Security/Performance Guarantee, and to recover any loss caused.

## SECTION 8 – DRAFT FRAMEWORK CONTRACT AGREEMENT

THIS FRAMEWORK CONTRACT AGREEMENT is made on this [ ] day of [Month], [Year], BETWEEN Higher Education, Archives and Libraries Department, having its office at Gate No. 5, Opposite Minister Block, Civil Secretariat, Peshawar, Khyber Pakhtunkhwa (hereinafter referred to as 'the Procuring Agency', which expression shall include its successors and permitted assigns) of the ONE PART;

AND [Service Provider Name], a company/firm incorporated/registered under the laws of Pakistan, having its registered office at [Address] (hereinafter referred to as 'the Service Provider', which expression shall include its successors and permitted assigns) of the OTHER PART.

WHEREAS the Procuring Agency invited bids for 'Provision of Bulk SMS API Gateway Services' through Single Stage – Single Envelope procedure under Tender No. [ ], and the Service Provider's bid dated [ ] was accepted vide Notification of Award dated [ ];

NOW THEREFORE the parties agree as follows:

1. **Contract Documents:** This Agreement incorporates by reference the IFB, ITB, BDS, GCC, SCC, Section 6 (Schedule of Requirements/Technical Specifications), the Service Provider's bid as accepted, and the Notification of Award, which together form the Contract. In the event of any inconsistency, the SCC shall prevail over the GCC, the BDS over the ITB, and this Agreement and the Notification of Award over the bidding document.
2. **Term:** This Agreement shall be effective from [Effective Date] for an initial period of one (1) year, renewable for up to two (2) further one-year periods, in accordance with GCC 4.5 and SCC.
3. **Rates:** The Service Provider shall provide Services at the rate of PKR [ ] per Transactional SMS and PKR [ ] per Promotional/Bulk SMS, exclusive/inclusive of applicable taxes as clarified at signing, fixed for the duration of each contract year, subject to GCC 4.6/SCC.
4. **No Guaranteed Volume:** The Procuring Agency does not guarantee any minimum volume of SMS. Payment shall be made strictly for SMS actually transmitted and delivered, as per GCC 4.4 and 4.7.
5. **Performance Guarantee:** The Service Provider has furnished a Performance Guarantee of PKR [ ] valid up to [Date], in accordance with ITB 2.29 and BDS.
6. All other terms and conditions shall be as set out in the GCC and SCC.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the day, month and year first above written.

For and on behalf of Higher Education, Archives and Libraries Department	For and on behalf of [Service Provider Name]
Signature: _____ Name/Designation: _____ Date: _____	Signature: _____ Name/Designation: _____ Date: _____
Witness 1: _____	Witness 1: _____
Witness 2: _____	Witness 2: _____