

PAKISTAN REVENUE AUTOMATION (PVT) LIMITED

TENDER DOCUMENT P-31/2025

REQUEST FOR PROPOSAL (RFP) DOCUMENT

PROVISIONING OF SMS GATEWAY SERVICES

Single Stage Single Envelop Procedure

(National Competitive Bidding)

S



Online (e-bid) shall be submitted only at e-PAK Acquisition & Disposal System (EPADS),

On or before 1100Hrs on 22nd December 2025

e-Bid Opening 1130Hrs 22nd December 2025

Incase of any query, please contact Phone: (+92) 51-9259353

Or visit

Admin & HR Department (Procurement Cell)

Pakistan Revenue Automation (Private) Limited,

2nd Floor, Galaxy Business Center, Plot # 266-B, Street No.9, Sector I-9/3, Islamabad.

Email: at procurement@pral.com.pk

Website: pral.com.pk

RFP Documents for Procurement of SMS Gateway Services

PART-A – BIDDING PROCEDURE & REQUIREMENTS

Section I - Invitation to Proposals

Section II- Instructions to SMS Gateway Service Providers (IT SMS Service Providers)

This Section provides information to help SMS Gateway Service Providers prepare their Proposals. Information is also provided on the submission, opening, and evaluation of Proposals and on the award of Contracts. ***This Section contains provisions that are to be used without modifications.***

Section III- Proposal Data Sheet (PDS)

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to SMS Gateway Service Providers (IT SMS Service Providers).

Section IV - Eligible Countries

This Section contains information regarding eligible countries.

Section V - Evaluation Criteria, Technical Specifications, Schedule of Requirements

This Section includes the details of specifications for the SMS Gateway Services to be procured and the schedule of requirements.

Section VI - Standard Forms

This Section includes the standard forms for the Proposal Submission, Price Schedules, etc. These forms are to be completed and submitted by the SMS Gateway Service Providers as part of its Proposal.

PART-B – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII - General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all the contracts. ***This Section contains provisions that are to be used without modifications.***

Section VIII - Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract.

Section IX - Contract Forms

This Section contains forms which, once completed, will become part of the Contract. The forms for **Performance Guarantee** will be submitted by the successful SMS Gateway Service Providers to whom Letter of Acceptance is issued, before the award of contract.

Integrity Pact

The successful SMS Gateway Service Providers shall be required to furnish Integrity Pact as per the attached format.

PART-A
BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION TO PROPOSALS

Pakistan Revenue Automation Pvt Ltd.

Tender No. P-31/2025 s
For ss
Procurement of SMS Gateway Services
Request for Proposals

Date: _____

1. Pakistan Revenue Automation (Pvt.) Ltd. (PRAL) has the funds available for this procurement. A portion of these funds may be utilized, as and when required, to cover eligible payments under the contract for the provision of SMS Gateway Services.
2. Pakistan Revenue Automation (Pvt.) Ltd. (PRAL) now invites sealed proposals from eligible SMS Gateway Service Providers for the provision of SMS Services.
3. The subject procurement shall be conducted in accordance with (mention method of procurement i.e. Single Stage single envelope and shall be evaluated on the basis of Least Cost Basis , in terms of the provisions prescribed in Public Procurement Rules & Regulations, E-Pak Procurement Regulations, 2023 and any other regulations, procurement guidelines or instructions issued by the Authority (from time to time) and is open to all potential SMS Gateway Service Providers.
4. All Proposal must be accompanied by a Proposal Security amounting to rupees 1,000,000/-PKR in the form of pay order or demand draft favoring Pakistan Revenue Automation Pvt Ltd. The scanned copy of the Bid Security to be uploaded along with the online bid and the hardcopy of the bid security and original copy of the Affidavit shall only be submitted at PRAL Office, 2nd Floor, Galaxy Business Center, Plot No.266-B, Street # 9, Sector I-9/3, Islamabad on or before 11:00 AM 22nd December-2025.
5. E-Bidding document containing detailed terms and conditions, specification and requirements etc. are available on e-Pak Acquisition and Disposal System (EPADS) at www.eprocure.gov.pk and www.ppra.org.pk for all the interested bidders (Service Providers) registered on EPADS.
6. The e-bids, prepared in accordance with the instructions in the e-bidding documents, must be submitted through EPADS on or before 11:00 AM December-22nd 2025). E-bids will be opened by using EPADS on the same day at 11:30 AM on 22nd December 2025. The technical & financial proposal will be opened promptly thereafter in public and in the presence of bidders' representatives who choose to attend the opening.

[Procurement Cell, PRAL, 2nd Floor, Galaxy Business Center, Plot No.266- B, Sector I-9/3, Islamabad. E.mail: procurement@pral.com.pk

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SECTION II: INSTRUCTION TO SMS GATEWAY SERVICE PROVIDERS (IT SMS Service Providers)

A. INTRODUCTION

1. Scope of-Proposal	1.1	The Pakistan Revenue Automation Pvt Ltd.(PA), as indicated in the Proposal Data Sheet (PDS) invites Proposal for the provision of SMS Gateway Services specified in the PDS and in Section V - Technical Specifications & Schedule of Requirements . The name, identification, and number of items/deliverables are provided in the PDS . Open Competitive bidding using Single Stage single Envelope procedure shall be used. The successful SMS Gateway Service Providers will be expected to provide the services within the specified period and timeline(s) as stated in the PDS .
2. Source of Funds	2.1	Source of funds is referred in Clause-2 of Invitation for Proposals.
3. Eligible SMS Gateway Service Providers	3.1	A SMS Gateway Service Providers may be company or firm or public or semi-public or Private Limited agency of Pakistan with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the PDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of the contract. <i>(The limit on the number of members of JV or Consortium or Association may be prescribed in PDS, in accordance with the guidelines issued by the PPRA).</i>
	3.2	The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.
	3.3	A verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Proposal.
	3.4	Any Proposal submitted by the joint venture, consortium or association shall indicate the part of the proposed contract to be performed by each party and each party shall be evaluated with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Pakistan Revenue Automation Pvt Ltd. and in line with any instructions issued by the Authority.
	3.5	The invitation for proposal is open to all prospective SMS Gateway Service Providers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body such as established for that particular trade or business.
	3.6	SMS Gateway Service Providers must be locally registered with the

		appropriate national incorporating body or the statutory body, before participating in the national competitive bidding.
	3.7	<p>A SMS Gateway Service Providers shall not have a conflict of interest. All SMS Gateway Service Providers found to have a conflict of interest shall be disqualified. A SMS Gateway Service Providers may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:</p> <ul style="list-style-type: none"> a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Pakistan Revenue Automation Pvt Ltd.to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Services to be purchased under this Invitation for Proposal. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Proposal; or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Proposal of another SMS Gateway Service Provider, or influence the decisions of the Pakistan Revenue Automation Pvt Ltd. regarding this Bidding process; or f) Submit more than one Proposal in this Bidding process.
	3.8	<p>A SMS Gateway Service Provider may be ineligible if –</p> <ul style="list-style-type: none"> (a) declared bankrupt or, in the case of company or firm, insolvent; (b) payments in favor of the SMS Gateway Service Providers is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property; (c) legal proceedings are instituted against such SMS Gateway Service Providers involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; (d) the SMS Gateway Service Provider is convicted, by a final judgment, of any offence involving professional conduct; (e) the SMS Gateway Service Provider is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of proposal securing declaration. (f) The firm, SMS Gateway Service Providers and contractor is blacklisted or debarred by a foreign country, international

		organization, or other foreign institutions for the period defined by them.
	3.9	SMS Gateway Service Providers shall provide to the Pakistan Revenue Automation Pvt Ltd evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.10	SMS Gateway Service Provider shall provide such evidence of their continued eligibility to the satisfaction of the PRAL, as the Pakistan Revenue Automation Pvt Ltd shall reasonably request.
	3.11	SMS Gateway Service Providers shall submit proposals as per given scope of work.
4. One Proposal per SMS Gateway Service Provider	4.1	A SMS Gateway Service Provider shall submit only one Proposal, in the same bidding process, either individually as a SMS Gateway Service Providers or as a member in a joint venture or any similar arrangement.
	4.2	No SMS Gateway Service Providers can be a sub-contractor while submitting a proposal individually or as a member of a joint venture in the same Bidding process.
	4.3	Firm / Irrevocable offers will be accepted without having conflicting clauses.
5. Cost of Bidding	5.1	The SMS Gateway Service Providers shall bear all costs associated with the preparation and submission of its Proposal, and the Pakistan Revenue Automation Pvt Ltd. shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. RFP DOCUMENTS

6. Contents of Request for Proposal Document	6.1	<p>The Services required, bidding procedures, and terms and conditions of the contract are prescribed in the RFP Documents. In addition to the Invitation for Proposal, the RFP documents which should be read in conjunction with any addenda issued in accordance with IT SMS GATEWAY SERVICE PROVIDERS 8.1 include:</p> <p>Section I -Invitation to Proposals</p> <p>Section II Instructions to SMS Gateway Service Providers(IT SMS Service Providers)</p> <p>Section III Proposal Data Sheet (PDS)</p> <p>Section IV Eligible Countries</p> <p>Section V Technical Specifications, Schedule of Requirements, Evaluation and Qualification Criteria</p> <p>Section VI Forms – Proposal</p> <p>Section VII General Conditions of Contract (GCC)</p> <p>Section VIII Special Conditions of Contract (SCC)</p> <p>Section IX Contract Forms</p>
	6.2	The number of copies to be completed and returned with the Proposal is specified in the PDS .
	6.3	The Pakistan Revenue Automation Pvt Ltd is not responsible for the completeness of the RFP documents and their addenda, if they were not obtained directly from the Pakistan Revenue Automation Pvt Ltd.or the pdf version from downloaded from the website of the Procuring Agency.
	6.4	The SMS Gateway Service Providers is expected to examine all instructions, forms, terms and specifications in the RFP documents. Failure to furnish all the information required in the RFP documents will be at the SMS Gateway Service Provider’s risk and may result in the rejection of his Proposal.
7. Clarification of RFP documents	7.1	A prospective SMS Gateway Service Provider seeking any clarification regarding the RFP documents may submit a written request electronically at procurement@pral.com.pk before 11-12-2025 , ensuring that the communication is properly recorded and addressed to PRAL.
	7.2	The Pakistan Revenue Automation Pvt Ltd. will within reasonable time after receiving the request for clarification, respond in writing or in the electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Proposals as prescribed in IT SMS GATEWAY SERVICE PROVIDERS 22.1 .
	7.3	Copies of the PRAL’s response will be forwarded to all identified Prospective SMS Gateway Service Provider through an identified source of communication, including a description of the inquiry, but without identifying its source.
	7.4	Should the Pakistan Revenue Automation Pvt Ltd. deem it necessary to amend the RFP document as a result of a clarification,

		it shall do so following the procedure under IT SMS GATEWAY SERVICE PROVIDERS 8.
	7.5	If indicated in the PDS , the SMS Gateway Service Provider's designated representative is invited at the SMS Gateway Service Provider's cost to attend a pre-proposal meeting at the place, date and time mentioned in the PDS . During this pre-proposal meeting, prospective SMS Gateway Service Providers may request clarification of the schedule of requirements, the Evaluation Criteria or any other aspects of the RFP document.
	7.6	Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by SMS Gateway Service Providers, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective SMS Gateway Service Providers. Any modification to the RFP documents that may become necessary as a result of the pre-bid meeting shall be made by the Pakistan Revenue Automation Pvt Ltd. exclusively through the use of an Addendum pursuant to IT SMS GATEWAY SERVICE PROVIDERS 8 . Non-attendance at the pre-Proposal meeting will not be a cause for disqualification of a SMS Gateway Service Provider.
8. Amendment of RFP documents	8.1	Before the deadline for submission of Proposals, the Pakistan Revenue Automation Pvt Ltd. for any reason, whether at its own initiative or in response to a clarification requested by a prospective SMS Gateway Service Providers or pre-proposal meeting may modify the RFP documents by issuing addenda.
	8.2	Any addendum issued including the notice of any extension of the deadline shall be part of the RFP documents pursuant to IT SMS GATEWAY SERVICE PROVIDERS 6.1 and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the SMS Gateway Service Providers who have obtained the RFP documents from the Procuring Agency. The Pakistan Revenue Automation Pvt Ltd. shall promptly publish the Addendum at the Procuring Agency's web page identified in the PDS: Provided that the SMS Gateway Service Providers who had either already submitted their proposal or handed over the proposal to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed proposal and submit the revised proposal prior to the original or extended proposal submission deadline.
	8.3	To give prospective SMS Gateway Service Providers reasonable time in which to take an addendum/corrigendum into account in preparing their Proposals, the Pakistan Revenue Automation Pvt Ltd. may, at its discretion, extend the deadline for the submission of Proposals: Provided that the Pakistan Revenue Automation Pvt Ltd. shall extend the deadline for submission of Proposal, if such an

		addendum is issued within last three (03) days of the Proposal submission deadline.
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C. PREPARATION OF PROPOSALS

9. Language of Proposal	9.1	The Proposal prepared by the SMS Gateway Service Provider, as well as all correspondence and documents relating to the Proposal exchanged by the SMS Gateway Service Providers and the Pakistan Revenue Automation Pvt Ltd. shall be written in the English language unless otherwise specified in the PDS. Supporting documents and printed literature furnished by the SMS Gateway Service Providers may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless otherwise specified in the PDS , in which case, for purposes of interpretation of the SMS Gateway Service Provider, the translation shall govern.
10. Documents Constituting the Proposal	10.1	<p>The Proposal prepared by the SMS Gateway Service Providers shall constitute the following components: -</p> <ul style="list-style-type: none"> a) Form of Proposal and Proposal Prices completed in accordance with IT SMS GATEWAY SERVICE PROVIDERS 13 and 14; b) Documentary evidence established in accordance with IT SMS GATEWAY SERVICE PROVIDERS 12 that the SMS Gateway Service Providers is eligible and/or qualified for the subject bidding process; c) Documentary evidence established in accordance with IT SMS GATEWAY SERVICE PROVIDERS 12.3(a) that the SMS Gateway Service Provider has been authorized to provide the services in Pakistan; d) Documentary evidence established in accordance with IT SMS GATEWAY SERVICE PROVIDERS 11 that services to be provided by the SMS Gateway Service Providers are eligible services, and conform to the RFP documents; e) Proposal security in accordance with IT SMS GATEWAY SERVICE PROVIDERS 17; f) Duly Notarized Power of Attorney authorizing the signatory of the SMS Gateway Service Providers to submit the proposal; and g) Any other document required in the PDS.

11. Documents Establishing Eligibility of the Services and Conformity to RFP documents	11.1	To establish the conformity of the Non-Consulting Services to the RFP document, the SMS Gateway Service Providers shall furnish as part of its Proposal the documentary evidence that Services provided conform to the technical specifications and standards.
	11.2	Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The SMS Gateway Service Providers may offer other standards of quality provided that it demonstrates, to the procuring agency's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified the Section VII, Procuring Agency's Requirements.
	11.3	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
12. Documents Establishing Eligibility and Qualification of the SMS Gateway Service Provider	12.1	Pursuant to IT SMS GATEWAY SERVICE PROVIDERS 10, the SMS Gateway Service Providers shall furnish, as part of its Proposal, all those documents establishing the SMS Gateway Service Provider's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Proposal is accepted.
	12.2	The documentary evidence of the SMS Gateway Service Provider's eligibility to Proposal shall establish to the satisfaction of the Pakistan Revenue Automation Pvt Ltd.that the SMS Gateway Service Provider, at the time of submission of its proposal, is from an eligible country as defined in Section-4 titled as "Eligible Countries".
	12.3	<p>The documentary evidence of the SMS Gateway Service Provider's qualifications to perform the contract if its Proposal is accepted shall establish to the satisfaction of Pakistan Revenue Automation Pvt Ltd.that:</p> <p>a) the SMS Gateway Service Provider has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in PDS.</p> <p>b) The SMS Gateway Service Provider meets the qualification criteria listed in the Proposal Data Sheet.</p>
13. Form of Proposal	13.1	The SMS Gateway Service Providers shall fill the Form of Proposal furnished in the RFP documents. The Proposal Form must be completed without any alterations to its format and no substitute shall be accepted.
14. Proposal Prices	14.1	The Proposal Prices quoted by the SMS Gateway Service Provider in the Form of Proposal and in the Price Schedules shall conform to the requirements specified below in IT SMS GATEWAY SERVICE PROVIDERS Clause 14 or exclusively mentioned hereafter in the RFP documents.
	14.2	All items in the Schedule of Requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items

		listed but not priced, their prices shall be construed to be included in the prices of other items.
	14.3	<p>Items not listed in the Price Schedule shall be assumed not to be included in the Proposal, and provided that the Proposal is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive SMS Gateway Service Provider(s) shall be construed to be the price of those missing item(s):</p> <p>Provided that:</p> <ul style="list-style-type: none"> a) where there is only one (substantially) responsive SMS Gateway Service Provider, or b) where there is provision for alternate proposals and the respective items are not listed in the other proposals, <p>the Pakistan Revenue Automation Pvt Ltd. may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.</p>
	14.4	The Proposal price to be quoted in the Form of Proposal in accordance with IT SMS GATEWAY SERVICE PROVIDERS 13.1 shall be the total price of the Proposal, excluding any discounts offered.
	14.5	The SMS Gateway Service Providers shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Proposal price of the services it proposes to provide under the contract.
	14.6	Prices quoted by the SMS Gateway Service Providers shall be fixed during the SMS Gateway Service Provider's performance of the contract and not subject to variation on any account. A Proposal submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to IT SMS GATEWAY SERVICE PROVIDERS 28 . The Bidder shall quote the prices in accordance with the pricing model specified by the PRAL.
	14.7	If so indicated in the Invitation to Proposals and Instructions to SMS Gateway Service Providers, that Proposals are being invited for individual contracts (Lots) or for any combination of contracts (packages), SMS Gateway Service Providers wishing to offer any price reduction for the award of more than one contract shall specify in their Proposal the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.
15. Proposal Currencies	15.1	Prices shall be quoted in Pakistani Rupees unless otherwise specified in the PDS.
	15.2	For the purposes of comparison of proposals quoted in different currencies, the price shall be converted into a single currency specified in the RFP documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) proposals specified in the RFP documents, as notified by the State Bank of Pakistan on that day.
16. Proposal Validity Period	16.1	Proposals shall remain valid for the period specified in the PDS after the Proposal submission deadline prescribed by the PRAL. A Proposal

		valid for a shorter period may be rejected by the Pakistan Revenue Automation Pvt Ltd.as non-responsive. The period of Proposal validity will be determined from the complementary proposal securing instrument i.e. the expiry period of proposal security.
	16.2	Under exceptional circumstances, prior to the expiration of the initial Proposal validity period, the Pakistan Revenue Automation Pvt Ltd. may request the SMS Gateway Service Providers' consent to an extension of the period of validity of their Proposals only once, for the period not more than the period of initial proposal validity. The request and the SMS Gateway Service Providers responses shall be made in writing or in electronic forms that provide record of the content of communication. The Proposal Security provided under IT SMS GATEWAY SERVICE PROVIDERS 17 shall also be suitably extended. A SMS Gateway Service Providers may refuse the request without forfeiting its Proposal security or causing to be executed its Proposal Securing Declaration. A SMS Gateway Service Providers agreeing to the request will not be required nor permitted to modify its Proposal, but will be required to extend the validity of its Proposal Security for the period of the extension, and in compliance with IT SMS GATEWAY SERVICE PROVIDERS 17 in all respects.
17. Proposal Security	17.1	The Proposal Security shall be PKR 1,000,000/- and must be submitted along with the Proposal in the form of a Pay Order or Demand Draft favouring Pakistan Revenue Automation (Pvt) Ltd. The scanned copy of the Proposal Security to be uploaded along with the online bid and the hardcopy of the proposal security and original copy of the Affidavit shall only be submitted at below mentioned address on or before 11:00 AM 22nd December-2025. The Proposal Security must be valid for at least five (5) months from the Proposal submission date.
	17.2	The Proposal Security is required to protect Pakistan Revenue Automation Pvt. Ltd. (PRAL) against the risk of the SMS Gateway Service Provider's conduct that may lead to forfeiture of the security, in accordance with Clause 17.8 of the IT SMS Gateway Service Providers regulations
	17.3	The Proposal Security shall be denominated in Pakistani Rupees and submitted in the form of a Pay Order or Demand Draft drawn in favor of Pakistan Revenue Automation (Pvt.) Ltd. The Proposal Security must remain valid for a minimum period of five (05) months from the date of submission of the proposal.
	17.4	The Proposal Security shall be payable promptly upon written demand by the Pakistan Revenue Automation Pvt Ltd.in case any of the conditions listed in IT SMS GATEWAY SERVICE PROVIDERS 17.9 are invoked.
	17.5	Any Proposal not accompanied by a Proposal Security shall be rejected by the Pakistan Revenue Automation Pvt Ltd.as non-responsive.
	17.6	Unsuccessful SMS Gateway Service Providers' Proposal Security will

		<p>be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Proposal Validity prescribed by the Pakistan Revenue Automation Pvt Ltd. pursuant to IT SMS GATEWAY SERVICE PROVIDERS 16. The Pakistan Revenue Automation Pvt Ltd. shall make no claim to the amount of the Proposal Security, and shall promptly return the Proposal Security document, after whichever of the following that occurs earliest:</p> <ul style="list-style-type: none"> (a) the expiry of the Proposal Security; (b) the entry into force of a procurement contract and the provision of a Performance Guarantee (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Proposal documents; (c) the rejection by the Pakistan Revenue Automation Pvt Ltd. of all Proposals; (d) the withdrawal of the Proposal prior to the deadline for the submission of Proposals, unless the Proposal documents stipulate that no such withdrawal is permitted.
	17.7	<p>The successful SMS Gateway Service Provider's Proposal Security will be discharged upon the SMS Gateway Service Provider signing the contract pursuant to IT SMS GATEWAY SERVICE PROVIDERS 41, or furnishing the Performance Guarantee, pursuant to IT SMS GATEWAY SERVICE PROVIDERS 42.</p>
	17.8	<p>The Proposal Security may be forfeited:</p> <ul style="list-style-type: none"> a) if a SMS Gateway Service Provider: <ul style="list-style-type: none"> i) withdraws its Proposal during the period of Proposal Validity as specified by the Procuring Agency, and referred to by the SMS Gateway Service Providers on the Form of Proposal except as provided for in IT SMS GATEWAY SERVICE PROVIDERS 16.2; or ii) does not accept the correction of errors pursuant to IT SMS GATEWAY SERVICE PROVIDERS 30.3; or b) in the case of a successful SMS Gateway Service Provider, if the SMS Gateway Service Provider fails: <ul style="list-style-type: none"> i) to sign the contract in accordance with IT SMS GATEWAY SERVICE PROVIDERS 41; or ii) to furnish Performance Guarantee in accordance with IT SMS GATEWAY SERVICE PROVIDERS 42.

	17.9	The Proposal Security must be valid for at least five (5) months from the Proposal submission date.
18. Alternative Proposals by SMS Gateway Service Providers	18.1	SMS Gateway Service Providers shall submit Proposals that comply fully with the requirements of the RFP documents, including the technical specifications, Schedule of Requirements, and the delivery/compliance period specified therein. Alternative solutions will not be considered, unless explicitly permitted in the Proposal Data Sheet (PDS).
19. Withdrawal, Substitution, and Modification of Proposals	19.1	Before proposal submission deadline, any SMS Gateway Service Providers may withdraw, substitute, or modify its Proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	19.2	Proposals requested to be withdrawn in accordance with IT SMS GATEWAY SERVICE PROVIDERS 19.1 shall be returned unopened to the SMS Gateway Service Providers.
20. Format and Signing of Proposal	20.1	The SMS Gateway Service Providers shall prepare an original and the number of copies of the Proposal as indicated in the PDS , clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail:
	20.2	The original and the copy or copies of the Proposal shall be typed or written in indelible ink and shall be signed by the SMS Gateway Service Providers or a person or persons duly authorized to sign on behalf of the SMS Gateway Service Provider. This authorization shall consist of a written confirmation as specified in the PDS and shall be attached to the Proposal. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Proposal, except for un-amended printed literature, shall be initialed by the person or persons signing the Proposal.
	20.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the SMS Gateway Service Provider.

D. SUBMISSION OF PROPOSALS

21. Sealing and Marking of Proposals	21.1	<p>The procurement shall be conducted under the Single Stage, Single Envelope method. All interested SMS Gateway Service Providers are required to submit their complete Proposal electronically through EPADs as one (01) single submission, which shall contain:</p> <ul style="list-style-type: none"> • Technical Proposal, and • Financial Proposal <p>combined together in a single uploaded file/envelope on the EPADs portal.</p> <p>Submission Deadline:</p> <ul style="list-style-type: none"> • The Proposal must be submitted before the EPADs closing
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		<p>date and time as specified on the portal.</p> <ul style="list-style-type: none"> • Late submissions shall be rejected automatically by the EPADS system and will not be considered for evaluation.
	21.2	The Bidders shall submit their Proposal via EPADS as a single submission (Single Stage, Single Envelope) containing both Technical and Financial Proposals , clearly labeled and uploaded in the designated fields. In addition, one hard copy of the Proposal must be submitted at the time of bid opening. Proposals must be submitted before the EPADS closing time; late submissions will be automatically rejected.
	21.3	The SMS Gateway Service Provider shall submit a single-stage, single-envelope Proposal via the EPADS portal, including both Technical and Financial sections.
22. Deadline for Submission of Proposals	22.1	Proposals shall be submitted no later than the date and time specified in the Proposal Data Sheet (PDS). All Proposals must be submitted through the EPADS portal.
	22.2	The Pakistan Revenue Automation Pvt Ltd. may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Proposals by amending the RFP documents in accordance with IT SMS GATEWAY SERVICE PROVIDERS 8 , in which case all rights and obligations of the Pakistan Revenue Automation Pvt Ltd. and SMS Gateway Service Providers previously subject to the deadline will thereafter be subject to the new deadline.
23. Late Proposals	23.1	In accordance with IT SMS Gateway Service Providers 22, Pakistan Revenue Automation (Pvt.) Ltd. shall not consider for evaluation any Proposal that is received after the deadline specified in the Proposal Data Sheet (PDS). All Proposals must be submitted through the EPADS portal. Proposals submitted after the specified date and time will be automatically marked as late and will be rejected in line with EPADS rules.
	23.2	Any Proposal submitted after the deadline specified in the Proposal Data Sheet (PDS) will be automatically declared late by the EPADS system. EPADS will not accept late submissions,
24. Withdrawal of Proposals	24.1	A SMS Gateway Service Provider may withdraw its Proposal after submission, provided that a written notice of withdrawal is submitted through the EPADS portal prior to the deadline specified in the Proposal Data Sheet (PDS). Once the deadline has passed, EPADS will not allow withdrawal of the Proposal.
	24.2	Revised proposal may be submitted after the withdrawal of the original proposal in accordance with the provisions referred in IT SMS GATEWAY SERVICE PROVIDERS

E. OPENING AND EVALUATION OF PROPOSALS

25. Opening of	25.1	Pakistan Revenue Automation (Pvt.) Ltd. will open the Technical &
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Proposals		Financial Proposals online through the EPADS portal at the address, date, and time specified in the Proposal Data Sheet (PDS). The opening will be conducted in the presence of representatives of SMS Gateway Service Providers who choose to attend.
	25.2	PRAL will open the technical and financial proposals on the date and time specified in the Proposal Data Sheet.”
	25.3	SMS Gateway Service Providers are advised to send in a representative with the knowledge of the content of the Proposal who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent SMS Gateway Service Provider’s representative shall indemnify the Pakistan Revenue Automation Pvt Ltd. against any claim or failure to read out the correct information contained in the SMS Gateway Service Provider’s Proposal.
	25.4	The Pakistan Revenue Automation Pvt Ltd. shall prepare minutes of the Proposal opening. The record of the Proposal opening shall include, as a minimum: the name of the SMS Gateway Service Providers, the Proposal price.
	25.5	The SMS Gateway Service Providers’ representatives who are present shall be requested to sign on the attendance sheet. The omission of a SMS Gateway Service Provider’s signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the SMS Gateway Service Providers.
	25.6	A copy of the minutes of the Proposal opening may be furnished to individual SMS Gateway Service Providers upon request.
26. Confidentiality	26.1	Information relating to the examination, clarification, evaluation and comparison of Proposals and recommendation of contract award shall not be disclosed to SMS Gateway Service Providers or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	26.2	Any effort by a SMS Gateway Service Provider to influence the Pakistan Revenue Automation Pvt Ltd. processing of Proposals or award decisions may result in the rejection of its Proposal.
	26.3	Notwithstanding IT SMS GATEWAY SERVICE PROVIDERS 27.2 from the time of Proposal opening to the time of contract award, if any SMS Gateway Service Providers wishes to contact the Pakistan Revenue Automation Pvt Ltd. on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
27. Clarification of Proposals	27.1	To assist in the examination, evaluation and comparison of Proposals of the SMS Gateway Service Providers, the Pakistan Revenue Automation Pvt Ltd. may, ask any SMS Gateway Service Providers for a clarification of its Proposal including breakdown of prices. Any clarification submitted by a SMS Gateway Service Providers that is not in response to a request by the Pakistan

		Revenue Automation Pvt Ltd. shall not be considered.
	27.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. No change in the prices or substance of the Proposal shall be sought, offered, or permitted.
	27.3	The alteration or modification in the PROPOSAL which in any way affects the following parameters will be considered as a change in the substance of a proposal: <ul style="list-style-type: none"> a) evaluation & qualification criteria; b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of RFP documents. f) change in the ranking of the SMS Gateway Service Provider
	27.4	From the time of Proposal opening to the time of Contract award if any SMS Gateway Service Providers wishes to contact the Pakistan Revenue Automation Pvt Ltd. on any matter related to the Proposal it should do so in writing or in electronic forms that provide record of the content of communication.
28. Preliminary Examination of Proposals	28.1	<p>Prior to the detailed evaluation of Proposals, the Pakistan Revenue Automation Pvt Ltd. will determine whether each Proposal:</p> <ul style="list-style-type: none"> a) meets the eligibility criteria defined in IT SMS GATEWAY SERVICE PROVIDERS 3 and IT SMS GATEWAY SERVICE PROVIDERS 4; b) has been prepared as per the format and contents defined by the Pakistan Revenue Automation Pvt Ltd. in the RFP documents; c) has been properly signed; d) is accompanied by the required securities; and e) is substantially responsive to the requirements of the RFP documents. <p>The PRAL's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.</p>
	28.2	<p>A substantially responsive Proposal is one which conforms to all the terms, conditions, and specifications of the RFP documents, without material deviation or reservation. A material deviation or reservation is one that: -</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the Services; b) limits in any substantial way, inconsistent with the RFP documents, the PRAL's rights or the SMS Gateway Service Providers obligations under the Contract; or

		c) if rectified, would affect unfairly the competitive position of other SMS Gateway Service Providers presenting substantially responsive Proposals.
	28.3	The Pakistan Revenue Automation Pvt Ltd. will confirm that the documents and information specified under IT SMS GATEWAY SERVICE PROVIDERS 10, 11 and 12 have been provided in the Proposal. If any of these documents or information is missing or is not provided in accordance with the Instructions to SMS Gateway Service Providers, the Proposal shall be rejected.
	28.4	If a Proposal is not substantially responsive, it will be rejected by the Pakistan Revenue Automation Pvt Ltd. and may not subsequently be evaluated for complete technical responsiveness.
29. Examination of Terms and Conditions; Technical Evaluation	29.1	The Pakistan Revenue Automation Pvt Ltd. shall examine the Proposal to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the SMS Gateway Service Providers without any material deviation or reservation.
	29.2	The Pakistan Revenue Automation Pvt Ltd. shall evaluate the technical aspects of the Proposal submitted in accordance with IT SMS GATEWAY SERVICE PROVIDERS 21 , to confirm that all requirements specified in Section V – Schedule of Requirements, Technical Specifications of the RFP documents have been met without material deviation or reservation.
	29.3	If after the examination of the terms and conditions and the technical evaluation, the Pakistan Revenue Automation Pvt Ltd. determines that the Proposal is not substantially responsive in accordance with IT SMS GATEWAY SERVICE PROVIDERS 28 , it shall reject the Proposal.
30. Correction of Errors	30.1	<p>Proposals determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <ul style="list-style-type: none"> a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Pakistan Revenue Automation Pvt Ltd. there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

		d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Proposal, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	30.2	The amount stated in the Proposal will, be adjusted by the Pakistan Revenue Automation Pvt Ltd.in accordance with the above procedure for the correction of errors and, with the concurrence of the SMS Gateway Service Provider, shall be considered as binding upon the SMS Gateway Service Provider. If the SMS Gateway Service Providers does not accept the corrected amount, its Proposal will then be rejected, and the Proposal Security may be forfeited in accordance with tender terms.
31. Conversion to Single Currency	31.1	To facilitate evaluation and comparison, the Pakistan Revenue Automation Pvt Ltd. will convert all Proposal prices expressed in the amounts in various currencies in which the Proposal prices are payable. For the purposes of comparison of proposals quoted in different currencies, the price shall be converted into a single currency specified in the RFP documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) proposals specified in the RFP documents, as notified by the State Bank of Pakistan on that day.
	31.2	The currency selected for converting Proposal prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the PDS .
32. Evaluation of Proposals	32.1	The Pakistan Revenue Automation Pvt Ltd. shall evaluate and compare only the Proposals determined to be substantially responsive, pursuant to IT SMS GATEWAY SERVICE PROVIDERS 28 .
	32.2	In evaluating the Technical Proposal of each Proposal, the Pakistan Revenue Automation Pvt Ltd. shall use the criteria and methodologies listed in the PDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
33. Domestic Preference	33.1	Not Applicable in case of Services.
34. Determination of Most Advantageous Proposal	34.1	<p>PRAL intends to engage two (02) qualified SMS Gateway Service Providers. Bids will be evaluated on a Least-Cost Basis. The lowest evaluated bidder will be the Primary Service Provider (50% SMS volume) and the next lowest the Secondary Service Provider (50% SMS volume).</p> <p>The Secondary Service Provider is required to match the price offered by the (lowest evaluated bidder Primary Service Provider). If the second lowest bidder does not agree, than ratio of SMS volume will be 60% (Primary service provider) and 40% (Secondary Service Provider).</p> <p>PRAL reserves the right to proceed with one or both providers, or adjust the allocation, as necessary to ensure uninterrupted SMS</p>

		services. In case of any disruption of service by one service provider, the service of other service provider will be availed to ensure uninterrupted service without taking in to account SMS volume.
35. Abnormally Low Financial Proposal	35.1	<p>Where the Proposal price is considered to be abnormally low, the Pakistan Revenue Automation Pvt Ltd. may perform price analysis either during determination of Most Advantageous Proposal or as a part of the post-qualification process. The following process shall apply:</p> <p>(a) The Pakistan Revenue Automation Pvt Ltd. may reject a Proposal if the Pakistan Revenue Automation Pvt Ltd. has determined that the price in combination with other constituent elements of the Proposal is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective SMS Gateway Service Providers to perform that contract;</p> <p>(b) Before rejecting an abnormally low Proposal, the Pakistan Revenue Automation Pvt Ltd. may request the SMS Gateway Service Provider an explanation of the Proposal or of those parts which it considers contribute to the Proposal being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Proposal or parts of the Proposal being abnormally low;</p> <p>(c) The decision of the Pakistan Revenue Automation Pvt Ltd. to reject a Proposal and reasons for the decision may be recorded in the procurement proceedings and promptly communicated to the SMS Gateway Service Providers concerned.</p> <p>(d) The Pakistan Revenue Automation Pvt Ltd. may not incur any liability solely by rejecting abnormally Proposal; and</p> <p>(e) An abnormally low Proposal means, in the light of the Procuring Agency's estimate and of all the Proposals submitted, the Proposal appears to be abnormally low by not providing a margin for normal levels of profit.</p> <p>In order to identify the Abnormally Low Proposal (ALB) following approaches can be considered to minimize the scope of subjectivity:</p> <p>(i) Comparing the proposal price with the cost estimate;</p> <p>(ii) Comparing the proposal price with the proposals offered by other SMS Gateway Service Providers submitting substantially</p>

		<p>responsive proposals; and</p> <p>(iii) Comparing the proposal price with prices paid in similar contracts in the recent past either government- or development partner-funded.</p>
	35.2	<p>The Pakistan Revenue Automation Pvt Ltd. may determine to its satisfaction whether the SMS Gateway Service Providers that is selected as having submitted the most advantageous Proposal is qualified to perform the contract satisfactorily, in accordance with the criteria listed in IT SMS GATEWAY SERVICE PROVIDERS 12.3.</p>
	35.3	<p>The determination will take into account the SMS Gateway Service Provider's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the SMS Gateway Service Provider's qualifications submitted by the SMS Gateway Service Provider, pursuant to IT SMS GATEWAY SERVICE PROVIDERS 12.3, as well as such other information as the Pakistan Revenue Automation Pvt Ltd. deems necessary and appropriate. Factors not included in these RFP documents shall not be used in the evaluation of the SMS Gateway Service Providers' qualifications.</p>
	35.4	<p>Pakistan Revenue Automation Pvt Ltd. may seek "Certificate for Independent Price Determination" from the SMS Gateway Service Provider and the results of reference checks may be used in determining an award of contract.</p> <p>Explanation: The Certificate shall be furnished by the SMS Gateway Service Provider. The SMS Gateway Service Provider shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.</p>
	35.5	<p>An affirmative determination will be a prerequisite for award of the contract to the SMS Gateway Service Provider. A negative determination will result in rejection of the SMS Gateway Service Provider's Proposal, in which event the Pakistan Revenue Automation Pvt Ltd. will proceed to the next ranked SMS Gateway Service Provider to make a similar determination of that SMS Gateway Service Provider's capabilities to perform satisfactorily.</p>

F. AWARD OF CONTRACT

36. Criteria of Award	36.1	<p>Subject to IT SMS GATEWAY SERVICE PROVIDERS 37, the Pakistan Revenue Automation Pvt Ltd. will award the Contract to the SMS Gateway Service Provider whose Proposal has been determined to be substantially responsive to the RFP documents and who has been declared as Most Advantageous SMS Gateway Service Provider, provided that such SMS Gateway Service Provider has been determined to be:</p> <p style="padding-left: 40px;">a) eligible in accordance with the provisions of IT SMS GATEWAY SERVICE PROVIDERS 3;</p> <p style="padding-left: 40px;">b) is determined to be qualified to perform the Contract satisfactorily; and</p> <p style="padding-left: 40px;">c) Successful negotiations have been concluded, if any.</p>
37. Negotiations	37.1	<p>Negotiations may be undertaken with the Most Advantageous Proposal relating to the following areas:</p> <p>(a) a minor alteration to the technical details of the statement of requirements.</p> <p>(b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Proposal documents;</p> <p>(c) a minor amendment to the special conditions of Contract;</p> <p>(d) finalizing payment arrangements;</p> <p>(e) delivery arrangements;</p> <p>(f) the methodology for provision of related services; or</p> <p>(g) clarifying details that were not apparent or could not be finalized at the time of Bidding;</p>
	37.2	<p>Where negotiation fails to result in an agreement, the Pakistan Revenue Automation Pvt Ltd. may invite the next ranked SMS Gateway Service Provider for negotiations. Where negotiations are commenced with the next ranked SMS Gateway Service Provider, the Pakistan Revenue Automation Pvt Ltd. shall not reopen earlier negotiations.</p>
38. PRAL's Right to reject All Proposals	38.1	<p>Notwithstanding IT SMS GATEWAY SERVICE PROVIDERS 36, the Pakistan Revenue Automation Pvt Ltd. reserves the right to reject all the proposals and to annul the Bidding process at any time prior to Acceptance of a Proposal, without thereby incurring any liability to the affected SMS Gateway Service Provider(s). However, the Authority (i.e. PPRA) may call from the Pakistan Revenue Automation Pvt Ltd .the justification of those grounds.</p>
	38.2	<p>Notice of the rejection of all Proposals shall be given promptly to all SMS Gateway Service Providers that have submitted Proposals.</p>

	38.3	The Pakistan Revenue Automation Pvt Ltd. may upon request communicate to any SMS Gateway Service Provider the grounds for its rejection of its Proposals, but is not required to justify those grounds.
39. Procuring Agency's Right to Vary Quantities at the Time of Award	39.1	The Pakistan Revenue Automation Pvt Ltd. Reserves the right at the time of contract award to increase or decrease the requirement of related services originally specified in these RFP documents (schedule of requirements) provided this does not exceed by the percentage indicated in the PDS, without any change in unit price or other terms and conditions of the Proposal and RFP documents.
40. Notification of Award	40.1	Prior to the award of contract, the Pakistan Revenue Automation Pvt Ltd. Shall issue a Final Evaluation Report giving justification for acceptance or rejection of the proposals.
	40.2	Where no complaints have been lodged, the SMS Gateway Service Provider whose Proposal has been accepted will be notified of the award by the Pakistan Revenue Automation Pvt Ltd prior to expiration of the Proposal Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Pakistan Revenue Automation Pvt Ltd will pay the successful SMS Gateway Service Provider in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	40.3	The notification of award will constitute the formation of the Contract, subject to the SMS Gateway Service Provider furnishing the Performance Guarantee in accordance with IT SMS GATEWAY SERVICE PROVIDERS 42 and signing of the contract in accordance with IT SMS GATEWAY SERVICE PROVIDERS 41.2 .
	40.4	Upon the successful SMS Gateway Service Provider's furnishing of the Performance Guarantee pursuant to IT SMS GATEWAY SERVICE PROVIDERS 42 , the Pakistan Revenue Automation Pvt Ltd. may promptly notify each unsuccessful SMS Gateway Service Provider, the name of the successful SMS Gateway Service Provider and the Contract amount and will discharge the Proposal Security of the SMS Gateway Service Providers pursuant to IT SMS GATEWAY SERVICE PROVIDERS 17.7 .
41. Signing of Contract	41.1	Promptly after notification of award, Pakistan Revenue Automation Pvt Ltd. may send the successful SMS Gateway Service Providers the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	41.2	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all condition's precedent of the Contract Form, the successful SMS Gateway Service Provider and the Pakistan Revenue Automation Pvt Ltd. shall sign the contract.
42. Performance	42.1	After the receipt of the Letter of Acceptance, the successful SMS

Guarantee		Gateway Service Provider, within the specified time, shall deliver to the Pakistan Revenue Automation Pvt Ltd. a Performance Guarantee in the amount and in the form stipulated in the PDS and SCC , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	42.2	If the successful SMS Gateway Service Provider provides a Performance Guarantee, it shall be in the form specified in the Proposal Data Sheet (PDS).
	42.3	Failure of the successful SMS Gateway Service Provider to comply with the requirement of IT SMS GATEWAY SERVICE PROVIDERS 42.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the performance Security, in which event the Pakistan Revenue Automation Pvt Ltd. may make the award to the next ranked SMS Gateway Service Provider or call for new Proposals.
43. Advance Payment	43.1	No Advance Payment shall be made.
44. Arbitrator	44.1	The Arbitrator shall be appointed by mutual consent of both parties as per the provisions specified in the SCC.
45. Corrupt & Fraudulent Practices	45.1	PRAL, and SMS Gateway Service Providers / Contractors engaged under government-financed contracts, shall at all times adhere to the highest standards of ethical conduct during the procurement, execution, and performance of such contracts. They shall not, directly or indirectly, engage in any corrupt, fraudulent, collusive, coercive, or obstructive practices. Any violation of this clause shall constitute a material breach of contract and may result in penalties, including termination of the contract and debarment from future government procurement opportunities.

F. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

46. Constitution of Grievance Redressal	46.1	Pakistan Revenue Automation Pvt Ltd. shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending on the nature of the procurement.
47. GRC Procedure	47.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or RFP documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the proposal submission deadline.
	47.2	Any SMS Gateway Service Provider feeling aggrieved by any act of the Pakistan Revenue Automation Pvt Ltd. after the submission of his

		proposal may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
	473.	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	47.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
	47.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	47.6	Any SMS Gateway Service Provider or the Pakistan Revenue Automation Pvt Ltd. not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority within thirty (30) days of communication of decision on prescribed format after depositing the Prescribed fee.
	47.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
	47.8	The committee shall call the record from the concerned Pakistan Revenue Automation Pvt Ltd. or the GRC as the case may be, and the same shall be provided within prescribed time.
	47.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint.
	47.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

G. MECHANISM OF BLACKLISTING

48. Mechanism of Blacklisting	48.1	<p>The Pakistan Revenue Automation Pvt Ltd. shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, SMS Gateway Service Provider or contractor who either:</p> <ul style="list-style-type: none"> i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; and iii. Fails to abide by the bid securing declaration;
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	48.2	The show cause notice shall contain: (a) precise allegation, against the SMS Gateway Service Provider or contractor; (b) the maximum period for which the Pakistan Revenue Automation Pvt Ltd. proposes to debar the SMS Gateway Service Provider or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Pakistan Revenue Automation Pvt Ltd. to make a request to the Authority for debarring the SMS Gateway Service Provider or contractor from participating in public procurements of all the procuring agencies.
	48.3	The Pakistan Revenue Automation Pvt Ltd. shall give minimum of seven days to the SMS Gateway Service Providers or contractor for submission of written reply of the show cause notice
	48.4	In case, the SMS Gateway Service Provider or contractor fails to submit written reply within the requisite time, the Pakistan Revenue Automation Pvt Ltd. may issue notice for personal hearing to the SMS Gateway Service Provider or contractor/ authorize representative of the SMS Gateway Service Provider or contractor and the Pakistan Revenue Automation Pvt Ltd. shall decide the matter on the basis of available record and personal hearing, if availed.
	48.5	In case the SMS Gateway Service Provider or contractor submits written reply of the show cause notice, the Pakistan Revenue Automation Pvt Ltd. may decide to file the matter or direct issuance of a notice to the SMS Gateway Service Provider or contractor for personal hearing.
	48.6	The Pakistan Revenue Automation Pvt Ltd. shall give minimum of seven days to the SMS Gateway Service Provider or contractor for appearance before the specified officer of the Pakistan Revenue Automation Pvt Ltd. for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the SMS Gateway Service Provider or contractor, if availed
	48.7	The Pakistan Revenue Automation Pvt Ltd. shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	48.8	The Pakistan Revenue Automation Pvt Ltd. shall communicate to the SMS Gateway Service Provider or contractor the order of debarring the SMS Gateway Service Provider or contractor from participating in any public procurement with a statement that the SMS Gateway Service Providers or contractor may, within thirty days, prefer a

		representation against the order before the Authority.
	48.9	Such blacklisting or barring action shall be communicated by the Pakistan Revenue Automation Pvt Ltd.to the Authority and respective SMS Gateway Service Provider or SMS Gateway Service Provider in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
	48.10	The SMS Gateway Service Provider may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with “Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021”. The Committee shall evaluate the case and decide within ninety days of filing of review petition
	48.11	The committee shall serve a notice in writing upon all respondents of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	48.12	The Authority on the basis of decision made by the committee either may debar a SMS Gateway Service Provider or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the SMS Gateway Service Provider from the allegations. The decision of the Authority shall be final.

SECTION III: PROPOSAL DATA SHEET

Proposal Data Sheet (PDS)

The following specific data for the Procurement of SMS Gateway Services to be procured shall complement, supplement, or amend the provisions in the Instructions to SMS Gateway Service Providers (IT SMS Service Providers). Whenever there is a conflict, the provisions herein shall prevail over those in IT SMS GATEWAY SERVICE PROVIDERS.

PDS Clause Number	ITSB Number	Amendments of, and Supplements to, Clauses in the Instruction to SMS Gateway Service Providers
A. Introduction		
1.	1.1	Name of Pakistan Revenue Automation Pvt Ltd. The subject of procurement is: Provisioning of SMS Gateway Services Period for Provision of Services: The duration of the contract shall be 01 year; however, it can further be extended up to 02 years, based on the satisfactory performance of the bidder with the mutual consent of both parties on the same rates, terms & conditions Commencement Date for Provision of SMS Gateway Services: Tentatively 01-01-2026
2.	2.1	Financial year for the operations of the Procuring Agency: 2025-2026 Name of Project: Provisioning of SMS Gateway Services Name and identification number of the Contract: P-31/2025

B. RFP documents

3.	6.2	The number of documents to be completed and returned shall be 02 copies.
4.	7.1	The address for clarification of RFP documents is: PRAL office, 2 nd Floor, Galaxy Business Center, Plot No.266- B, Street No.9, Sector I-9/3, Islamabad. Email: procurement@pral.com.pk
	7.5	Pre-proposal meeting will be held. A pre-bid meeting will be held on December 12, 2025 at 3:00 PM at PRAL Office i.e. Software Technology Park, 2nd Floor, Service Road (North), Sector I-9/3, Islamabad for clarification of any query from the potential bidders.

C. Preparation of Proposals

5.	9.1	The Language of all correspondences and documents related to the Proposal shall be English.
6.	14.6	The price shall be per SMS / One Time Setup Charges for One-Way SMS Gateway Service (If any)

7.	15.1 (a)	Currency of the Proposal shall be <i>[Pak Rupee]</i>
8.	16.1	The Proposal Validity period shall be 120 days.
9.	17.1	The Proposal Security shall be PKR 1,000,000/- and must be submitted along with the Proposal in the form of a Pay Order or Demand Draft favouring Pakistan Revenue Automation (Pvt) Ltd. The Proposal Security must be valid for at least five (5) months from the Proposal submission date.
10.	17.3	The scanned copy of the Proposal Security to be uploaded along with the online bid and the hardcopy of the proposal security and original copy of the Affidavit shall only be submitted at PRAL office, 2 nd Floor, Galaxy Business Center, Plot -No.266-B. Street No.9, Sector I-9/3, Islamabad. Cell Number 0300-8301934 on or before 11:00 AM 22nd December-2025.
11.	17.10	The proposal security shall be valid for a period not less than 5 months. beyond the expiry of the Proposal validity period.
12.	18.1	Alternative Proposals to the requirements of the RFP documents will not be permitted.
13.	20.1	The number of copies of the Proposal to be completed and returned shall be <i>[02 copies]</i> .

D. Submission of Proposals

14.	21.2 (a)	The proposal shall be submitted as per following detail: The PDF copy of the Technical and financial proposal/bid along with the bid security shall only be submitted online on EPADS no hardcopy shall be entertained
15.	21.2 (b)	Title of the subject Procurement : Provisioning of SMS Gateway Services
16.	22.1	The deadline for Proposal submission is a) Day (Monday) b) Date: <i>[22-12-2025]</i> c) Time: <i>[11:00 AM]</i>

E. Opening and Evaluation of Proposals

17.	25.1	The Technical & Financial Proposals opening shall take publicly online on 22 nd December 2022. Day : <i>[Monday]</i> Date: <i>[22-12-2025]</i> Opening Time: <i>[11:30 AM]</i>
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18.	34	<i>Least Cost selection technique</i> will be adopted
F. Award of Contract		
19.	42.1	The Performance guarantee shall be 03 % of the Contract Price (excluding taxes).
20.	42.2	The Service Provider shall furnish a Performance Guarantee issued by a reputed scheduled bank, acceptable to PRAL, to secure the faithful performance of the Agreement. The Guarantee shall remain valid until the expiry of the Initial Term of the Agreement. In the event that the Service Provider fails to provide the Performance Guarantee, PRAL shall be entitled to retain an equivalent amount from the monthly invoices as Retention Money. Such Retention Money shall be released to the Service Provider upon the successful completion of the Initial Term. Upon completion of the Contract and fulfillment of all contractual obligations, the Performance Guarantee or any retained amount shall be returned or released to the Service Provider, as applicable."
21.	43.1	The Advance Payment shall be <i>not allowed</i>
22.	44.1	Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

23.	48.1	The address of the Pakistan Revenue Automation Pvt Ltd.: 2 nd Floor Galaxy Business Center, Plot No.266-B, Street # 9, Sector I-9/3 Islamabad
24.		The Address of PPRA Grievance Redressal Appellate Committee to submit a copy of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1 st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254

Section IV. ELIGIBLE COUNTRIES

All the SMS Gateway Service Providers are allowed to participate in the subject procurement without regard to nationality, except SMS Gateway Service Providers of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

**Section V. TECHNICAL SPECIFICATIONS, SCHEDULED OF REQUIREMENTS, EVALUATIONS AND
QUALIFICATION CRITERIA**

Evaluation Criteria

1. Any proposal determined as **not substantially responsive** will be rejected. SMS Gateway Service Providers must fulfill **all Eligibility/Minimum Qualification Criteria** in accordance with the relevant provisions of the Evaluation Criteria, in addition to demonstrating substantive compliance.

2. PRAL intends to engage two (02) qualified SMS Gateway Service Providers. Bids will be evaluated on a **Least-Cost Basis**. The **lowest evaluated bidder** will be the **Primary Service Provider (50% SMS volume)** and the **next lowest** the **Secondary Service Provider (50% SMS volume)**.

The Secondary Service Provider is required to **match the price offered by the (lowest evaluated bidder Primary Service Provider)**. If the second lowest bidder does not agree, **than ratio of SMS volume will be 60% (Primary service provider) and 40% (Secondary Service Provider)**.

3. PRAL reserves the right to proceed with one or both providers, or adjust the allocation, as necessary to ensure uninterrupted SMS services. In case of any disruption of service by one service provider, the service of other service provider will be availed to ensure uninterrupted service without taking in to account SMS volume.

Eligibility Criteria

The bidders, fulfilling the following criteria, will be considered eligible for the bidding process.

- Evidence of the bidding firm/company's registration/Incorporation is required (Copy of certificate of incorporation/company registration certificate is required)
- Have National Tax Number (NTN) and GST/ PST (if applicable) in the name of Organization (Provide a copy of registration)
- Should be active taxpayer on the date of submitting the bid. (Status report must be provided)
- Affidavit on stamp paper, declaring that the bidding company/Firm is not blacklisted by any Telco/FMCG/autonomous body/government/semi government or any organization at the time of bid submission. (Affidavit on Rs. 100 stamp paper, duly signed and stamped in original).
- Bidders must have valid PTA Telecommunication License in case of a Telecom Operator and PTA license of CVRS & CVALS in case of an SMS Aggregator (Bidders are required to submit the copy of the license).
- Bidder has provided similar services to at least two commercial banks providing digital banking services.
- Bidder shall submit a certificate confirming compliance to all items mentioned in scope of works.

Eligibility Check List				
Sr. No.	Eligibility Criteria Details	Evidence/Proof Required	Attached Supporting Documents/Proof and mark Yes/No	
			Yes	No
1	Evidence of the bidding firm/company's registration/incorporation	Copy of certificate of incorporation/company registration	<input type="checkbox"/>	<input type="checkbox"/>

2	Provide National Tax Number (NTN) and GST/ PST, (if applicable) in the name of Organization	Copy of registration	<input type="checkbox"/>	<input type="checkbox"/>
3	Should be active taxpayer on the date of submitting the bid.	Status report must be provided	<input type="checkbox"/>	<input type="checkbox"/>
4	Affidavit on stamp paper, declaring that the bidding company/Firm is not blacklisted by any Telco/FMCG/autonomous body/government/semi government or any organization at the time of bid submission. (Affidavit on Rs. 100 stamp paper, duly signed and stamped in original).	Affidavit on Rs. 100 stamp paper, duly signed and stamped in original).	<input type="checkbox"/>	<input type="checkbox"/>
5	Bidders must have valid PTA Telecommunication License in case of a Telecom Operator and PTA license of CVRS & CVALS in case of an SMS Aggregator.	(Bidders are required to submit the copy of the license)	<input type="checkbox"/>	<input type="checkbox"/>
6	Bidder has provided similar services to at least two commercial banks providing digital banking services.	Reference letter from Bank		
7	Bidder shall submit a certificate confirming compliance to all items mentioned in scop of works.	Certificates signed by Authorized representative		

If bidder fails to provide above mentioned information using “Eligibility Criteria Checklist” they shall be disqualified and declared ineligible from the bidding process and its technical evaluation will not be carried out.

Technical Evaluation Criteria

TECHNICAL EVALUATION CRITERIA

Minimum passing marks are 70 in technical evaluation, along with a compulsion to obtain full marks in Serial # 3 of Technical Evaluation Criteria shall be considered as technically qualified

Sr #	Descriptions	Total Points	Scoring Points	Remarks (Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded)
1	Client Portfolio	15		
	Provided Similar nature of SMS Gateway services/solution to more than 15 local/international/multinational clients including public sector or private sector organizations		15	Documentary proof: (Purchase/Service order/ copies of contract with contract details of clients should be furnished. *Multiple projects with same client will be counted as one.
	Provided Similar nature of SMS Gateway services/solution to more than 10 but less than or equal to 15 local/international/multinational clients including public sector or private sector organizations		10	
	Provided Similar nature of SMS Gateway services/ solution to more than 05 but less than or equal to 10 local/international/multinational clients including public sector or private sector organizations		05	
2	Relevant Experience	15		
	Experience of more than or equal to 10 years for providing similar nature of SMS Gateway services/ solution to local or international or multinational clients i.e. (Telco/FMCG/autonomous body/government/semi government or any organization)		15	Documentary proof: (Purchase/Service order/ copies of contract with contract details of clients should be furnished. *Multiple projects with same client will be counted as one.
	Experience of less than 10 years but more than or equal to 07 years for providing similar nature of SMS Gateway services/ solution to local or international or multinational clients i.e. (Telco/FMCG/autonomous body/government/semi		10	

	government or any organization			
	Experience of less than 07 years but more than or equal to 04 years for providing similar nature of SMS Gateway services/ solution to local or international or multinational clients i.e. (Telco/FMCG/autonomous body/government/semi government or any organization)		05	
3	Compliance to the Scope of work mentioned in the bidding document	15		
	Compliance to the Scope of work mentioned in the bidding document.		15	A written confirmation on company's letterhead is required that the bidder (company/firm) shall fully comply to the scope of work mentioned in the bidding document
4	DR Site Availability	15		
	Active Active DR Site		10	Proof documentation
	Active Passive DR Site		5	Proof documentation
5	ISO 27001 Certified	5		
	ISO 27001 Certified		5	Certificate
6	Compliance to the delivery timelines for the Provisioning of SMS Gateway service/ solution	15		
	The Delivery timeline for the provisioning of SMS Gateway services/Solution as per the scope of work mentioned in the bidding document is 02 weeks after issuance of Purchase Order/Contract		15	A written Confirmation on company's letterhead is required
7	Financial Turnover	20		
	Annual turnover /revenue of the company/firm is greater than or equal to 100 million (PKRs)		20	Documentary proof required (tax returns or financial audited report for the year 2024-2025 or latest)
	Annual turnover /revenue of the company/ firm is less than 100 million (PKRs) but greater than or equal to 80 million (PKRs)		15	
	Annual turnover /revenue of the company/ firm is less than 80		10	

	million (PKRs) but greater than or equal to 60 million (PKRs)			
	Annual turnover /revenue of the company/ firm is less than 60 million (PKRs) but greater than or equal to 40 million (PKRs)		05	
Total Technical Evaluation Score		100		

SCOPE OF WORK

The following scope of work identifies the tasks and responsibilities that the qualifying Company/Firm shall deliver upon, by working closely with the End User Department of PRAL:

PRAL intends to acquire “**SMS Gateway Service using HTTPS**” for broadcasting the information to its beneficiaries and configuration of bulk SMS solution and integration with Mobile Application & portal, for that the services of a Company/Firm are required having valid license to provide the subject SMS services/solution.

The SMS shall be sent through short code(s) or Masking, which will be provided by PRAL. All the permissions that are required to activate the services on the provided short code(s) or masking, shall be the responsibility of the bidder. PRAL requires one-way service.

The bidder is required to provide a single HTTPS API to PRAL and its integration with all the other operators shall be the responsibility of the bidder.

The following items are included as part of the scope of work for the implementation of the solution.

Bidders are required to provide the following SMS Gateway Solution including:

- Support for HTTPS protocols for message delivery.
- API documentation for seamless integration with our systems.
- Capacity to send SMS messages across all mobile networks in Pakistan, GB and AJK.
- Security measures to safeguard sensitive data and ensure user privacy.
- Compatibility with Unicode for multilingual messaging support
- Additional API availability option req for peak/load days.
- Availability of DR site.
- Burst throughput support including availability of additional APIs.
- Bulk asynchronous sending in peak/load days.
- Queue Management to pause/resume or cancel massive batches.
- Data at rest encryption
- Data in transit encryption (TLS 1.2+)
- No storage outside Pakistan
- Compliance with PTA data directives

4.1 One-Way SMS Service:

The Bidder shall provide One-Way SMS Services by using HTTPS, which shall be sent via provided Masking (Mask: FBR, PRA, BRA, KPRA, SRB, PayAsaan, Tax Asaan & IRIS add all mask etc.) or a short code(s). The said services shall mainly be used for all criticality types of SMS to System Users. SMS service must have the compatibility of handling huge load of SMS.

SR #	Operational Activities	Service Medium	Delivery Time	Yearly Expected SMS Volume
1.	National/local SMS delivery to user	High Priority Alert via Short-Code or Masking	< 15 seconds for over 95% of SMS	18,000,000 (As per detail given in the pricing model)
2.	National/local SMS delivery to user	Medium Priority Alert via Short-Code or Masking	< 30 seconds for over 95% of SMS	
3.	National/local SMS delivery to user	Low Priority Alert via Short-Code or Masking	< 60 seconds for over 95% of SMS	

Note: The above-mentioned SMS count is based on anticipation, which may increase or decrease during the service duration/period and shall be paid as per actual against agreed rates.

4.2 Comprehensive Scope of work:

The Bidder will be required to provide and integrate **SMS Gateway Services/Solution** with PRAL's existing or any new applications during the contract period. All the integration will be bidder's sole responsibility. Accordingly, the solution provided by the bidder will be used by multiple applications within PRAL/ FBR.

The bidders are required to segregate the users/subscriber's operator wise using MNP updated data, to ensure maximum delivery of SMS to subscribers in real time.

The Bidder will also be responsible for providing an online dashboard/ portal for SMS management/ monitoring which will include the following:

Sr #	Dashboard/Portal Features
1	Reflection of SMS using HTTPS Protocol to all the operators after aggregation of users/subscribers using MNP updated data
2	Daily/Monthly and operator wise usage statistics, traffic analysis and reporting.
3	SMS information, Total SMS Consumed
4	End-to-End SMS Service delivery status i.e. date wise Total SMS delivered, Total SMS Failed
5	Aggregation of One-Way SMS
6	Portal should have the capability to save the Data for up to 06 months
7	Bidder shall provide at least 05 user logins to access the portal to access the statistics.
8	Report generator and extracts options should be available in portal
9	Vender shall provide automated Reconciliation of PRAL and telco data/databases.

	<p>"Real-time Delivery Status Reporting (DLR): The bidder shall provide real-time Delivery Status Reports (DLR) through HTTP callbacks to PRAL's designated endpoint. The DLR must include message ID, recipient MSISDN, delivery status (delivered/failed), timestamp, and failure reason codes. The system shall update PRAL's database automatically within 30 seconds of receiving delivery confirmation from mobile operators.</p>
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4.3 SMS Features

The following list of features must be incorporated in SMS delivery:

- 4.3.1 Unicode Support.
- 4.3.2 Standard SMS Character length for English.
- 4.3.3 Standard SMS Character length for Urdu.
- 4.3.4 Concatenation Support.
- 4.3.5 Set SMS MT API.
- 4.3.6 Smart encoding - Ensures your messages aren't split.
- 4.3.7 Detect easy-to-miss Unicode characters.
- 4.3.8 Message body redaction.
- 4.3.9 Message expiration setting.
- 4.3.10 Long Code Support.
- 4.3.11 Queuing.
- 4.3.12 Timeline for the delivery of SMS as per delivery time table, which must be ensured.
- 4.3.13 SMS management/ monitoring dashboard must be provided.
- 4.3.14 Solution delivery time should not exceed one month.
- 4.3.15 Provided solution must have Tier -I support.
- 4.3.16 English and Urdu font support.
- 4.3.17 All messages must be white-listing and no spamming policies be applicable.
- 4.3.18 SMS delivery to ported numbers must be ensured at any cost.

4.4 Operational Requirements

- 4.4.1 PRAL intends to communicate with its beneficiaries and users through SMS (On-net, Off-net, etc.) as per the above-expected services volume.
- 4.4.2 The Bidder (Mobile Operator(s)/SMS aggregator(s)) should offer a blended rate for all On-net / Off-net SMS.
- 4.4.3 The above-mentioned SMS volume is valid for 365 days or for (One Year) effective from the date of LOI/Contract/Agreement.
- 4.4.4 Send SMS service based on HTTPS protocol.
- 4.4.5 These reports will contain successful messages, invalid recipients and recipients with invalid responses MSIDN wise.
- 4.4.6 Provision of Failed SMS log, Successful SMS log (on request) with bifurcation of onnet/off-net etc.
- 4.4.7 Complete History and Event Logging should be available against each customer in the event log section.
- 4.4.8 Purpose of the Service is to deliver SMS from PRAL developed application/ Applications to specific clients.
- 4.4.9 Standard SMS Character length for English. However, in certain scenarios, long English SMS, Urdu SMS and bulk SMS may also be delivered.
- 4.4.10 Service should deliver SMS to any number of all Mobile Operators Networks including Ported numbers and bypassing all restrictions/ SMS Blockages.
- 4.4.11 Mask whitelisting must be completed in **7–14 working days**. All charges to be borne by vendor

4.4.12 The bidder shall be responsible for releasing the Mask(s) from other telecom operators and get them whitelisted and marked as transactional messages after getting the approval from PTA.

4.4.13 Bidder must define the Escalation Matrix for Technical Support.

4.4.14 “The seamless migration from our current provider (Jazz) with zero downtime is an absolute operational necessity. “

4.5 Tier-1- Support Level Agreement

Bidder must comply with the following service levels and the corresponding responses and resolution timelines. This support will be 24/7/365.

Service Level	Response / Acknowledgement Time	Resolution Time
High	< 15 Mins (24/7)	< 2 Hours
Medium	< 30 Mins (24/7)	< 4 Hours
Low	4 Business Hours	< 1 Business Days

Severity Level	Description
High	The overall service is down, or the SMS are not being delivered due to any reason or SMS are not delivered as per following SLAs (for over 95% of SMS) High Priority Alert < 15 seconds Medium Priority Alert < 30 seconds
Medium	The services are poorly performing, and/or SMS are not delivered as per following SLAs (for over 95% of SMS) Low Priority Alert < 60 seconds
Low	Any required support against contract other than high & medium tickets.

Penalty Clauses:

High Severity: If high level severity response time or resolution time is breached then 20% of monthly invoice will be deducted as a penalty as per the given formula.

Medium Severity: If Medium level severity response time or resolution time is breached then 10% of monthly invoice will be deducted as a penalty as per the given formula.

Low Severity: If high Low severity response time or resolution time is breached then 1% of monthly invoice will be deducted as a penalty as per the given formula.

The following penalty formula will be used:

Total Penalty = Monthly Invoice × (Number of High Breaches × 20% + Number of Medium Breaches × 10% + Number of Low Breaches × 1%)

Section VI. FORMS/ PROPOSAL

Bidding Forms

Proposal Submission Sheet

Date: _____

Contract No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the RFP document
- (b) We offer to provide Procurement of SMS Gateway Services in conformity with the RFP document and in accordance with the delivery schedule specified in the Schedule of Requirements, the following Services: _____
_____;
- (c) Our Proposal shall be valid for a period of _____ days from the date fixed for the proposal submission deadline in accordance with the RFP document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Proposal is accepted, we commit to obtain a Performance Guarantee in the amount of _____ Percent of the Contract Price for the due performance of the Contract;
- (e) We are not participating, as SMS Service Providers, in more than one Proposal in this bidding process, other than alternative offers in accordance with the RFP document;
- (f) Our firm, its affiliates or subsidiaries, including any subcontractors or SMS Gateway Service Provider for any part of the Contract, has not been declared ineligible by any Government, public sector, bilateral, multilateral agency in Pakistan

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Proposal for and on behalf of _____

Date _____

JV Members Information Form

[The shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the

SMS Gateway Service Provider and for each member of a Joint Venture]].

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

1. SMS Gateway Service Provider's Name: <i>[insert SMS Gateway Service Provider's legal name]</i>
2. SMS Gateway Service Provider's JV Member's name: <i>[insert JV's Member legal name]</i>
3. SMS Gateway Service Provider's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. SMS Gateway Service Provider's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. SMS Gateway Service Provider's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. SMS Gateway Service Provider's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <div style="margin-left: 20px;"> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with IT SMS GATEWAY SERVICE PROVIDERS 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with IT SMS GATEWAY SERVICE PROVIDERS 4.6. </div>
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under PDS IT SMS GATEWAY SERVICE PROVIDERS 45.1, the successful SMS Gateway Service Provider shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

DELIVERY SCHEDULE

The timeline for the provisioning of SMS Gateway service/solution is 2 weeks after issuance of the purchase order or signing of the Contract, but provision of requisite services on as early as possible basis will be preferred.

PRICING MODEL

SR #	Description	Unit	Quantity	Unit Price in PKR (without applicable GST/AIT)	GST/PST % applicable per unit (if applicable)	AIT % applicable per unit (if applicable)	Unit Price in PKR (inclusive of all applicable taxes)	Total Cost in PKR (inclusive of all applicable taxes)
A	<u>One Time Setup Charges for One-Way SMS Gateway Service (If any)</u>	Job	01					
B	<u>One-Way Local SMS Blended rate (Offnet & On-net)</u>	SMS Count	18,000,000					
A+B	Grand Total Cost (inclusive of all applicable taxes)							
Total Amount in Words								

Note: The above-mentioned SMS count is based on last year's consumption. The actual volume may increase or decrease during the service period, and payment shall be made accordingly, based on the actual usage.

PART-B – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII: GENERAL CONDITIONS OF CONTRACT (GCC)

A. General

1. Definitions	<p>1.1 Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated</p> <ul style="list-style-type: none">(a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;(b) “Procuring Agency” PRAL:-<ul style="list-style-type: none">i. any Ministry, Division, Department or any Office of the Federal Government;ii. any authority, corporation, body or organization established by or under a Federal Law or which is owned or controlled by the Federal Government;(c) “The Contract” means an agreement enforceable by law;(d) “The Contract Price” means the price payable to the SMS Gateway Service Provider under the Contract for the full and proper performance of its contractual obligations.(e) “The Services” means the work to be performed by the SMS Gateway Service Provider pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the SMS Gateway Service Provider’s Proposal.;(f) “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the SMS Gateway Service Provider covered under the Contract;(g) “GCC” means the General Conditions of Contract contained in this section;(h) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;(i) “Day” means calendar day unless indicated otherwise.(j) “Effective Date” means the date on which this Contract comes into force and effect.(k) “The SMS Gateway Service Provider” means the individual
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	<p>or corporate body whose Proposal to provide the Services has been accepted by the Procuring Agency;</p> <p>(l) "The Project Site," where applicable, means the place or places named in Proposal Data Sheet and technical Specifications;</p> <p>(m) "Government" means the Government of Pakistan;</p> <p>(n) "Local Currency" means the currency of Pakistan;</p> <p>(o) "In Writing" means communicated in written form with proof of receipt;</p> <p>(p) "Completion Date" means the date of completion of the Services by the SMS Gateway Service Provider as certified by the PRAL;</p> <p>(q) "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;</p> <p>(r) "Party" means the Pakistan Revenue Automation Pvt Ltd.or the SMS Gateway Service Provider, as the case may be, and "Parties" means both of them;</p> <p>(s) "Service" means any object of procurement other than goods or works;</p> <p>(t) "Subcontractor" means any entity to which the SMS Gateway Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.</p>
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2. Applicable Law	2.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
3. Language	3.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the SMS Gateway Service Provider and the Procuring Agency, shall be written in the English language unless otherwise stated in the SCC . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
4. Notices	4.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.
5. Location	5.1 The Services shall be performed at such locations as the Pakistan Revenue Automation Pvt Ltd may approve.
6. Authorized Representatives / Authority of Member in charge	<p>6.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Pakistan Revenue Automation Pvt Ltd. or the SMS Gateway Service Providers may be taken or executed by the officials specified in the SCC.</p> <p>6.2 In case the SMS Gateway Service Providers is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the SMS Gateway Service Provider's rights and obligations towards the Pakistan Revenue Automation Pvt Ltd. Under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.</p>

B. Commencement, Completion, Modification, and Termination of Contract

7. Effectiveness of Contract	7.1 This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC.
8. Commencement of Services	8.1 The SMS Gateway Service Provider shall confirm availability of Key Experts and begin carrying out the Services not later than 2 weeks after the Effective Date specified in the SCC.
9. Program	9.1 Before commencement of the Services, the SMS Gateway Service Provider shall submit to the Pakistan Revenue Automation Pvt Ltd. for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
10. Starting Date/Expiration Date	10.1 The timeline for the provisioning of SMS Gateway service/solution is 2 weeks after issuance of the purchase order or signing of the Contract, but provision of requisite services on as early as possible basis

	<p>will be preferred.</p> <p>10.2 Unless terminated earlier pursuant to Clause GCC 15 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.</p>
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11. Entire Agreement	11.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
12. Modification	<p>12.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>12.2 In cases of any modifications or variations, the prior written consent of the Pakistan Revenue Automation Pvt Ltd. is required.</p>
13. Force Majeure	<p>14.1 Definition</p> <p>For the purposes of 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.</p> <p>14.2 No Breach of Contract</p> <p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p> <p>14.3 Extension of Time</p> <p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>14.4 Payments</p> <p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the SMS Gateway Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.</p>
14. Termination	<p>15.1 By the PRAL</p> <p>The Pakistan Revenue Automation Pvt Ltd. may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Pakistan Revenue</p>

	<p>Automation Pvt Ltd. shall give at least thirty (30) calendar days' written notice of termination to the SMS Gateway Service Provider in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);</p> <ul style="list-style-type: none"> (a) If the SMS Gateway Service Provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension; (b) If the SMS Gateway Service Provider becomes (or, if the SMS Gateway Service Provider consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; (c) If the SMS Gateway Service Provider fails to comply with any final decision reached as a result of arbitration proceedings; (d) If, as the result of Force Majeure, the SMS Gateway Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days; (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
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C. Obligations of the SMS Gateway Service Provider

15. General	<p>15.1 Standard of Performance</p> <ul style="list-style-type: none"> i. The SMS Gateway Service Provider shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The SMS Gateway Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the PRAL, and shall at all times support and safeguard the PRAL's legitimate interests in any dealings with the third parties. ii. The SMS Gateway Service Provider shall employ and provide such qualified and experienced Experts and Sub-SMS Gateway Service Provider as are required to carry out the Services. iii. The SMS Gateway Service Provider may subcontract part of the Services to an extent and with such Key Experts and Sub-SMS Gateway Service Provider as may be approved in advance by the PRAL. <p>15.2 Law Applicable to Services</p> <p>The SMS Gateway Service Provider shall perform the Services in</p>
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	accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-SMS Gateway Service Providers, comply with the Applicable Law.
16. Conflict of Interests	<p>16.1 SMS Gateway Service Provider Not to Benefit from Commissions and Discounts.</p> <p>The remuneration of the SMS Gateway Service Provider shall constitute the SMS Gateway Service Provider's sole remuneration in connection with this Contract or the Services, and the SMS Gateway Service Providers shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the SMS Gateway Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.</p> <p>16.2 SMS Gateway Service Provider and Affiliates Not to be Otherwise Interested in Project</p> <p>The SMS Gateway Service Provider agree that, during the term of this Contract and after its termination, the SMS Gateway Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.</p> <p>16.3 Prohibition of Conflicting Activities</p> <p>Neither the SMS Gateway Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:</p> <ul style="list-style-type: none"> (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; (b) during the term of this Contract, neither the SMS Gateway Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract; (c) after the termination of this Contract, such other activities as may be specified in the SCC.
17. Confidentialité	<p>17.1 Except with the prior written consent of the PRAL, the SMS Gateway Service Provider and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the SMS Gateway Service Provider and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</p>
18. Reporting	<p>18.1 The SMS Gateway Service Provider shall submit to the Pakistan Revenue Automation Pvt Ltd. the reports and documents in the numbers,</p>

Obligations	and within the periods as prescribed by the PRAL.
19. Documents Prepared by the SMS Gateway service Provider to Be the Property of the Procuring Agency	19.1 All plans, specifications, designs, reports, and other documents and submitted by the SMS Gateway Service Provider shall become and remain the property of the PRAL, and the SMS Gateway Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the PRAL, together with a detailed inventory thereof. The SMS Gateway Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.
20. Liquidated Damages	<p>20.1. Any delay in initial setup or project initiation by the bidder, after issuance of the purchase order or signing of the contract, as per the time frame mentioned in the bidding document will be subject to a penalty of 50,000/-Rs per week, which shall be settled against submitted performance security or retained amount.</p> <p>20.2. If any delays are observed regarding SMS delivery as per the timeline mentioned in the scope of work, a penalty shall be charged as defined in the Scope of work.</p> <p>20.3. If any delays are observed regarding delivery of SMS on networks other than the service provider, due to their own network problem/issue, the penalty shall not be applied</p>
21. Performance Guarantee	<p>21.1 Within Seven (07) days from the issuance of acceptance letter from the PRAL, the Service Provider shall provide a performance guarantee equivalent to 03% of the contract value (excluding taxes), issued by the renowned scheduled bank for the contract period to be offered. The Guarantee shall be valid until expiry of the Initial Term of the Agreement. In case the bidder fails to provide the Bank Guarantee, the said equivalent amount may be retained from the monthly invoice by PRAL. The Retention Money shall be released by PRAL in favor of the Service Provider upon expiry of the Initial Term.</p> <p>21.2. The bid security shall be returned safter submission of performance guarantee by the bidder or after the retained from the month invoice by the PRAL.</p> <p>21.3. The performance guarantee/security will be returned after completion of the Contract</p> <p>21.4. The proceeds of the Performance Guarantee shall be payable to the PRAL as compensation for any loss resulting from the SMS Gateway Service Provider's failure to complete its obligations under</p>

	<p>the Contract.</p> <p>The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the PRAL and shall be in the acceptable form as specified in SCC.</p> <p>21.5. The Performance Guarantee will be discharged by the PRAL and returned to the SMS Gateway Service Provider not later than thirty (30) days following the date of completion of the SMS Gateway Service Provider's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.</p>
22. Fraud and Corruption	<p>22.1 The Pakistan Revenue Automation Pvt Ltd. requires the SMS Gateway Service Providers to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.</p>
23. Sustainable Procurement	<p>23.1 The SMS Gateway Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.</p>

D. SMS Gateway Service Provider's Personnel

24. Description of Personnel	<p>24.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the SMS Gateway Service Provider's Key Personnel. The Key Personnel and Subcontractors listed by title as well as by name are hereby approved by the Procuring Agency.</p>
25. Removal and/or Replacement of Personnel	<p>25.1 Except as the Pakistan Revenue Automation Pvt Ltd. may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the SMS Gateway Service Provider, it becomes necessary to replace any of the Key Personnel, the SMS Gateway Service Provider shall provide as a replacement a person of equivalent or better qualifications.</p> <p>25.2 If the Pakistan Revenue Automation Pvt Ltd. finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the SMS Gateway Service Provider shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.</p> <p>25.3 The SMS Gateway Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>

E. Obligations of the Procuring Agency

26. Firm / Irrevocable Offer	26.1 The bidders are required to furnish firm and irrevocable offer without indulging into conflicting offers.
27. Services and Facilities	<p>27.1 The Pakistan Revenue Automation Pvt Ltd. shall make available to the SMS Gateway Service Provider and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.</p> <p>27.2 In case that such services, facilities and property shall not be made available to the SMS Gateway Service Provider, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the SMS Gateway Service Provider for the performance of the Services, (ii) the manner in which the SMS Gateway Service Provider shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the SMS Gateway Service Provider as a result thereof.</p>

F. Payments to the SMS Gateway Service Provider

28. Payment	<p>28.1. The initial setup cost shall be paid along with the first invoice for SMS consumption charges, and the cost for SMS consumed shall be paid within 30 days upon submission of error free invoice, on a monthly basis after applicable penalty clauses (if any). No advance payment shall be allowed</p> <p>28.2. If any delays are observed regarding SMS delivery as per the timeline mentioned in the scope of work, a penalty shall be charged as defined in the Scope of work.</p> <p>28.3. If any delays are observed regarding delivery of SMS on networks other than the service provider, due to their own network problem/issue, the penalty shall not be applied</p>
29. Contract Price	29.1 All the payment shall be made in the PKR after the deduction of all applicable taxes.
30. Terms and Conditions of Payment	<p>30.1. No advance payment shall be allowed</p> <p>35.2. Any other payment shall be made only after the conditions specified in the SCC for such payment have been fulfilled, and the SMS Gateway Service Provider has submitted an invoice to Pakistan Revenue Automation Pvt. Ltd. specifying the amount due..</p>
31. Currency of Payment	31.1 Any payment under this Contract shall be made in the currency (i.e.) specified in the SCC after the deduction of all applicable taxes.

G. Quality Control

32.Identifying Defects	32.1 The principle and modalities of Inspection of the Services by the Pakistan Revenue Automation Pvt Ltd .shall be as indicated in the SCC. The Pakistan Revenue Automation Pvt Ltd.shall check the SMS Gateway Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the SMS Gateway Service Provider's responsibilities. The Pakistan Revenue Automation Pvt Ltd.may instruct the SMS Gateway Service Provider to search for a Defect and to uncover and test any service that the Pakistan Revenue Automation Pvt Ltd. considers may have a Defect.
33.Correction of Defects, and Lack of Performance Penalty	<p>33.1 The Pakistan Revenue Automation Pvt Ltd.shall give notice to the SMS Gateway Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.</p> <p>33.2 Every time notice a Defect is given, the SMS Gateway Service Provider shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.</p> <p>33.3 If the SMS Gateway Service Providers has not corrected a Defect within the time specified in the PRAL's notice, the Pakistan Revenue Automation Pvt Ltd. will assess the cost of having the Defect corrected, the SMS Gateway Service Providers will pay this amount, and a Penalty for Lack of Performance.</p>

H. Settlement of Disputes

34.Amicable Settlement	34.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
35.Dispute Settlement	<p>35.1 If any dispute arises between the Pakistan Revenue Automation Pvt Ltd.and the SMS Gateway Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.</p> <p>35.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.</p> <p>35. The Adjudicator shall be paid by the hour at the rate specified in the PDS and SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Procuring Agency and the Cloud Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding</p> <p>35.4.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place</p>

	<p>shown in the SCC.</p> <p>35.5 Should the Adjudicator resign or die, or should the Pakistan Revenue Automation Pvt Ltd. and the SMS Gateway Service Providers agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Pakistan Revenue Automation Pvt Ltd. and the SMS Gateway Service Provider. In case of disagreement between the Pakistan Revenue Automation Pvt Ltd. and the SMS Gateway Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.</p>
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Section VIII. SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 2	Applicable/Governing Law: laws of the Islamic Republic of Pakistan."
GCC 3	The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in <i>English</i>
GCC4	The addresses are: <i>Pakistan Revenue Automation (Private) Limited, 2nd Floor, Galaxy Business Center, Plot # 266-B, Street No.9, Sector I-9/3, Islamabad]</i> The Contractor/ SMS Gateway Service Provider: [Name, address and telephone number]. The Contractor/ SMS Gateway Service Provider's Representative(s) [Name, address, telephone number and e-mail address]
GCC5.1	The Authorized Representatives are: For the PRAL: Name:..... Designation: Address: For the SMS Gateway Service Provider: <u>Name:</u> <u>Designation:</u> <u>Address:</u>
GCC 5.2	[The Lead Member on behalf of the JV is _____ _____ <u>Note: If the SMS Gateway Service Providers consists only of one entity, state</u>

	<p>"N/A"; OR If the SMS Gateway Service Providers a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</p>
GCC 6	<p>Effectiveness of the contract</p> <p>The Contractor/SMS Gateway Service Providers shall commence work on the System within: [Insert number of days] from the date of signature of the Contract by both parties</p>
GCC 7	<p>Commencement of Services:</p> <p>The Contractor/ SMS Gateway Service Provider shall commence [insert commencement date]</p>
GCC 9	<p>Expiration of Contract:</p> <p>The time period shall be [insert time period along with extension if any]</p>
GCC 10	<p>Termination</p> <p>In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the SMS Gateway Service Provider shall be responsible for providing to the Pakistan Revenue Automation Pvt Ltd.all the data store on SMS Gateway Services along with all the requirement (with allied documentation) which may be necessary for smooth transition to or performance either by the Authority itself or by any other organization/ body to whom the contract may be assigned.</p>
GCC 11	<p>Liquidated Damages</p> <p>Any delay in initial setup or project initiation by the bidder, after issuance of the purchase order or signing of the contract, as per the time frame mentioned in the bidding document will be subject to a penalty of 50,000/- Rs per week, which shall be settled against submitted performance security or retained amount.</p> <p>If any delays are observed regarding SMS delivery as per the timeline mentioned in the scope of work, a penalty shall be charged as defined in the Scope of work.</p> <p>If any delays are observed regarding delivery of SMS on networks other than the service provider, due to their own network problem/issue, the penalty shall not be applied</p>

GCC 12	<p>Performance Guarantee :</p> <p>The amount of performance guarantee shall be 03% of the contract price (excluding taxes) issued by the renowned scheduled bank</p>
GCC 13	<p>Proposal quoted shall be inclusive of all applicable taxes</p>
GCC 14	<p>Payment:</p> <p>14.1. The initial setup cost (if any) shall be paid along with the first invoice for SMS consumption charges, and the cost for SMS consumed shall be paid within 30 days upon submission of error free invoice, on a monthly basis after applicable penalty clauses (if any). No advance payment shall be allowed.</p> <p>14.2.If any delays are observed regarding SMS delivery as per the timeline mentioned in the scope of work, a penalty shall be charged as defined in the Scope of work.</p> <p>14.3. If any delays are observed regarding delivery of SMS on networks other than the service provider, due to their own network problem/issue, the penalty shall not be applied.</p> <p>All the payment shall be made in the PKR after the deduction of all applicable taxes</p> <p>The Bidder shall quote the prices in accordance with the pricing model as given by the Pakistan Revenue Automation Pvt Ltd in the bidding documents.</p>
GCC 15	<p>[The Pakistan Revenue Automation Pvt Ltd. will give the dispute resolution mechanism.</p> <p>Following is the guidance for Dispute Resolution</p> <ul style="list-style-type: none"> i. If any dispute of any kind whatsoever shall arise between the Pakistan Revenue Automation Pvt Ltd. and the SMS Gateway Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Project – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard. ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent

	<p>of the both parties.</p> <p>iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place at Islamabad and proceedings will be conducted in English.</p> <p>iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.</p> <p>v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.</p>
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SECTION IX: CONTRACT FORMS

Form of Contract

THIS AGREEMENT made the ____ day of _____ 20____ between Pakistan Revenue Automation Pvt Ltd.of Pakistan (hereinafter called “the Procuring Agency”) of the one part and [name of SMS Gateway Service Provider] of [city and country of SMS Gateway Service Provider] (hereinafter called “the SMS Gateway Service Provider”) of the other part:

WHEREAS the Pakistan Revenue Automation Pvt Ltd. Invited Proposals for provision of Procurement of SMS Gateway Services and has accepted a Proposal by the SMS Gateway Service Provider for the provision of SMS Gateway Services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
 - (a) This form of Contract;
 - (b) the Form of Proposal and the Price Schedule submitted by the SMS Gateway Service Provider;
 - (c) the Schedule of Requirements;
 - (d) the Technical Specifications;
 - (e) the Special Conditions of Contract;
 - (f) the General Conditions of the Contract;
 - (g) the Procuring Agency’s Letter of Acceptance; and
 - (h) [add here: any other documents]
3. In consideration of the payments to be made by the Pakistan Revenue Automation Pvt Ltd.to the SMS Gateway Service Provider as hereinafter mentioned, the SMS Gateway Service Provider hereby covenants with the Pakistan Revenue Automation Pvt Ltd.to provide the SMS Gateway Services related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Pakistan Revenue Automation Pvt Ltd. hereby covenants to pay the SMS Gateway Service Provider in consideration of the provision of SMS Gateway Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Pakistan Revenue Automation Pvt Ltd)

Witness to the signatures of the Pakistan Revenue Automation:

.....

Signed, sealed, delivered by _____ the _____ (for the Pakistan Revenue Automation)

Witness to the signatures of the SMS Gateway Service Provider:

Performance Guarantee Form

To: *[name of Procuring Agency]*

WHEREAS *[name of SMS Gateway Service Provider]* (hereinafter called “the SMS Gateway Service Provider”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of SMS Gateway Services (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the SMS Gateway Service Provider shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the SMS Gateway Service Provider’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the SMS Gateway Service Provider a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the SMS Gateway Service Provider, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the SMS Gateway Service Provider to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SMS GATEWAY SERVICE PROVIDERS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: _____ **Dated:** _____
Contract Value: _____
Contract Title: _____

[Name of SMS Gateway Service Provider] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of SMS Gateway Service Provider] represents and warrants that it has fully declared the brokerage, commission, fee 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, SMS Gateway Service Provider, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations 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 GoP, except that which has been expressly declared pursuant hereto.

[Name of SMS Gateway Service Provider] 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of SMS Gateway Service Provider] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

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

[Seller/SMS Service Provider]

[PRAL]

Beneficial Owners Information)

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts.

1. Name
2. Father's Name/Spouse's Name
3. CNIC/NICOP/Passport No.
4. Nationality
5. Residential address
6. Email address
7. Date on which shareholding, control or interest acquired in the business.
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (company/Limited Liability Partnership/Association of Persons/Single Member Company/partnership Firm/Trust/Any other individual body corporate (to be specified)	Date of incorporation/registration	Name of registering authority	Business Address	Country	Email address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding control or interest of legal person or legal arrangement in the Company	Identify of natural person who ultimately owns or controls the legal person or arrangement

9. Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

1	2	3	4	5	6	7	8
Name and surname (in Block Letters)	CNIC No. (in case of foreigner, Passport No.)	Father's/Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full or the registered/principal office address for a subscriber other than natural person	Number of shares taken by cash subscriber (in figures and words)
			Total numbers of shares taken (in figures and words)				

10. Any other information incidental to or relevant to Beneficial Owner(S).

Name and signature

(Person authorized to issue notice on behalf of the company)

