

GOVERNMENT OF PAKISTAN
MINISTRY OF FINANCE
CENTRAL DIRECTORATE OF NATIONAL SAVINGS

Request for Proposal (RFP)

SMS Gateway Service Solution

December, 2024

V 5.4.7

Central Directorate of National Savings

Head Office: 23-N, Savings House, G-6 Markaz, Melody Market, Islamabad

Tel: 051 - 9215753, 9212156

www.savings.gov.pk

(SAY NO TO CORRUPTION)

TENDER NOTICE

1. Central Directorate of National Savings (CDNS), invites electronic bids on PPRA e-Pak Acquisition & Disposal System (EPADS) for “**SMS Gateway Service Solution**” from interested, eligible and well-reputed firms/ companies/ JVs/ consortium (Collectively called as bidder) registered with taxation authorities and having a proven record of successful SMS service along with well-established offices and supervisory structure for service, support, troubleshooting and labour etc. for CDNS through end-to-end managed service model as per given scope in RFP for the period of three years.
2. The detailed **Request for Proposals (RFPs)** that would be an integral part of this tender may be obtained from the undersigned during office hours or downloaded from www.savings.gov.pk or www.ppra.org.pk.
3. The Procurement Method as per PPRA Rule 36(b) [Single stage-Two Envelope Procedure] will be observed for this tender. Bidders are required to submit their bids through PPRA EPADS (www.eprocure.gov.pk) however, the bid security in original amounting to Rs. 100,000/- (Rupees One Hundred Thousand Only) in the shape of a Bank Draft/ Pay Order/ Demand Draft / CDR/ Bankers Cheque/ Cashier Cheque only, issued from any scheduled bank operating in Pakistan in the favour of “**CDNS, Islamabad**” must be delivered to CDNS on below-mentioned address before bid submission, closing date & time without which the proposal shall not be entertained/ accepted and be rejected straight away. Bid must be submitted online through EPADS as per schedule i.e. on **26-12-2024 up to 11:00 AM**. Bids will be opened on the same day at **11:30 AM** at Conference Room of Central Directorate of National Savings (CDNS), 23-N, Civic Centre, G-6 Markaz, Islamabad in the presence of the bidders or their representatives who wish to attend the proceedings.
4. The Procuring Agency reserves the right to reject any/ all or a part of bids prior to the acceptance of a bid or proposal, for which reason(s) may be conveyed if desired in writing as per PPRA Rule-2004.
5. For any query related to this tender notice, please feel free to contact the undersigned.

DIRECTOR (OPERATIONS)

Central Directorate of National Savings

Head Office: 23-N, Savings House, G-6 Markaz, Melody Market, Islamabad.

Tel: 051- 9215753, 9212156

www.savings.gov.pk

SECTION – I

1.1 INTRODUCTION AND DISCLAIMER:

This Request for Proposal document (“RFP”) has been prepared solely to enable the Central Directorate of National Savings (“CDNS”) in the selection of suitable firm through tender for end-to-end managed service for “**SMS Gateway Service Solution**” as per given scope.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the services. The provision of the services is subject to observance of the selection process and appropriate documentation being agreed between CDNS and any successful Bidder as identified after completion of the selection process as detailed in this RFP document.

1.2 INFORMATION PROVIDED:

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with CDNS in relation to the provision of services. Neither CDNS nor any its employees’ gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither CDNS nor any of its employees have carried out or will carry out an independent audit or verification or investigation in relation to the contents of any part of the RFP document.

1.3 FOR RESPONDENT ONLY:

The RFP document is intended solely for the information of the party to whom it is issued/ obtained from PPRA Website or be downloaded from National Savings Website i.e. www.savings.gov.pk (“the Recipient” or “the Respondent” or “the Bidder”) i.e. Private Firm/ Limited Company, Partnership Firm.

1.4 CONFIDENTIALITY:

This document is meant for the specific use by the Respondents interested to participate in the current tendering process. This document in its entirety is subject to Copyright laws. CDNS expects the Bidders or any person acting on behalf of the Bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by CDNS in the event of such a circumstance is brought to the notice of CDNS. By downloading the document, the interested party is subject to confidentiality clauses.

1.5 DISCLAIMER:

CDNS and its employees disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of CDNS or any of its employees.

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by CDNS or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by CDNS, but an invitation for bidder’s responses. No contractual obligation on behalf of CDNS, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by CDNS and the Bidder.

SECTION – II

2.1 INTRODUCTION TO CDNS:

1. Central Directorate of National Savings (CDNS) is an attached department of the Finance Division, with a vision to ***“promote and inculcate the value of thrift for mobilization of savings”*** and a mission to ***“be the preferred institution for small savers to facilitate objective of financial inclusion”***.
2. Following are the core objectives of CDNS:
 - a. Inculcate the habit of thrift among masses.
 - b. Provide secure deposit avenues to small savers thus contributing towards the goal of financial inclusion.
 - c. Provide a safety net to special segments of society like widows, senior citizens (60 years and above) and retired government servants, disabled/ special persons, families of martyr of armed forces, Law Enforcement Agencies and civilians who are victims of war on terrorism in the absence of effective social security system.
 - d. Channelize the un-conventional savings to the financial system.
 - e. Assist the government in policy formulation regarding savings.
 - f. Provide non-inflationary and non-bank borrowing to the government to bridge overall fiscal deficit (OFD).
3. CDNS is a premier financial institution offering retail government securities and savings products (known as National Savings Schemes (NSS)), level playing field to small savers through diversified product mix. It is a key contributor towards financial inclusion with an investor base of around 3.1 Million and a portfolio of about PKR ~4 trillion, which is around 33% of total banking deposits. Its share in domestic debt of government is around 24%. Most of its products are designed for low-income segments of the society, however due to operational and IT constraints, it is unable to play its role to extend financial services to the low-income segments. Existing product mix of NSS are ranging from short-term to long-term in terms of tenor and for students, youth, widows, senior citizens, and pensioners in terms of segments of society. At present, NSS are being offered through a network of 367 National Savings Centers (NSCs). Apart from offering NSS through National Savings Centers (NSCs), these are also being offered through agency arrangements with Pakistan Post and network of commercial scheduled banks operating in Pakistan. Thus, outreach of NSS is in every nook and corner of the country.
4. It is appraised that CDNS is putting efforts for inculcating the habit of savings in general public. It also supports the ‘National Financial Inclusion Strategy’ and is gradually increasing the access of financial services for households and businesses, CDNS endeavors to improve the usage of digital financial services and payment systems in the country. It is also worth mentioning here that CDNS has recently taken several impudent initiatives for revamping of CDNS business application software from distributed to centralized architecture. This includes offering centralization through Core Banking Application (CBA), Personalized Cheque Books (PCB), Biometrics, Alternate Delivery Channels (ADCs), ATM Debit Cards and Digital Mobile Application etc. for 24/7 access to funds in their accounts. Thus, by all time availability of access of funds has resulted in substantial improvement in customer service and satisfaction, decreased employee workload, and extension of additional value-added facilities to the investors, and promotion of financial inclusion in the country. In order to establish the Digital Financial Services & Payment Systems (“DFS & PS”) and technology based driven business operations, several national and multinational firms/ organizations are facilitating CDNS in achieving its vision of adoption of state of the art, modern, digital, effective and efficient ways and means of doing business.

2.2 Bid Submission Timelines/ Deadlines:

- Bids Submission Deadline: 26-12-2024 at 11:00 AM
- Opening of Technical Bids: 26-12-2024 at 11:30 AM

SECTION – III

3.1 RFP OBJECTIVE:

Central Directorate of National Savings (CDNS) invites electronic bids on PPRA e-Pak Acquisition & Disposal System (EPADS) to enable it in the selection of suitable, competent and experienced vendor through tender for end-to-end managed services for “**SMS Gateway Service Solution**”.

The selected bidder will be responsible for the solution in its entirety, as outlined in the details below, and will also be required to support the present/ future all requisite approvals/ certifications for CDNS.

3.2 SCOPE OF WORK:

Central Directorate of National Savings (CDNS), Ministry of Finance hereby invites bids through electronically (E-PADS) from firms/ bidders, registered with tax department for end-to-end Managed Service for “**SMS Gateway Service Solution**”; for three years, adding efficiency for the satisfaction of existing and potential customers.

CDNS intends to acquire “SMS Gateway Service using HTTPs - API” and configuration of bulk SMS solution and integration with Core, Middleware, Mobile Application, portals and CRM etc. for broadcasting transactional, informational, promotional and activity-based SMS for real time intimation of status of transactions to the customer base.

The SMS shall be sent through short code which will be provided by CDNS. CDNS already has a two-way short code and if any other permission is required for further services on the provided/ any other short code(s) or masking, it shall be the responsibility of the bidder to fully assist CDNS in the subject matter.

The bidder is primarily required to provide HTTPs API to CDNS and its integration with all the other operators shall be the responsibility of the bidder. The bidder has to confirm the delivery/ relaying of the SMS from all major telecom service providers in the country.

3.2.1 SMS SERVICE VOLUME:

The Bidder shall provide One-Way and/ or Two-Way SMS Services by using HTTP, which shall be sent via provided Masking (Mask: CDNS etc.) or a short code(s) or any other. The said services shall mainly be used for transactional/ Informational SMS/digital message to Accountholders and OTP SMS to Mobile App / Any Other System Users. SMS service must have the compatibility of handling huge load of SMS. CDNS intends to communicate with its accountholders, stakeholders and users through SMS, as per the above-expected services volume.

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	30 Seconds Time	5,000,000/-

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.

3.2.2 OPERATIONAL REQUIREMENTS:

The operational requirements are as follows:

The SMS should support standard SMS Character length for English/ Urdu along with the ability to send SMS over 160 characters to any SMS compatible mobile phone on supporting networks in Pakistan. It should also support Unicode and concatenation support and use smart encoding to ensure the messages aren't split, message body redaction, message expiration setting and long code support (if required). The timeline for the delivery of SMS should be 30 second and the solution delivery time should not exceed one month. The provided solution must have Tier -I support. All messages must be white-listing and no spamming policies be applicable. Further, the SMS delivery to ported numbers must be ensured too.

The bidder will have to setup complete setup at CDNS premises. It will be the responsibility of bidder to provide all related hardware and software for the SMS. The link between CDNS and successful vendor must be secured through VLAN or secured point to point. The system should at vendor level restrict sending to invalid cell numbers and also restrict sending duplicate messages. The bulk SMS single file should accommodate Minimum 200,000 SMS in single file with the ability of throughput for at least 500 SMS in Single Packet submission through API. The bidder should be able to provide state of the art encryption & security during the communication between all stakeholders. The bidder will provide automated SMS and email for down alert to configured (at least 5 contacts) if API service not working at Client end with a separate brand name. For this purpose, CDNS no SMS credit is to be used. The bidders should have 24/7/365 Service availability and Support plan. The bidder must define the Escalation Matrix for Technical Support.

The following items are included as part of the scope of work for the implementation of the SMS Gateway Service Solution:

- Support for HTTP protocols for message delivery.
- API documentation for seamless integration with our systems.
- Capacity to send SMS messages across all major mobile networks in Pakistan.
- Security measures to safeguard sensitive data and ensure user privacy.
- Compatibility with Unicode for multilingual messaging support
- Receiving back customer replies and ability to extract reports containing replies for each campaign (if required)

3.2.3 DASHBOARD/ PORTAL FEATURE:

The Bidder will be required to provide and integrate SMS Gateway Service Solution with CDNS'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 CDNS.

The Bidder will also be responsible for providing an online dashboard/ portal for SMS management/ monitoring which should display Realtime Service availability, which should be maintained up to 99.99% uptime along with the following features:

Sr.	Dashboard/ Portal Features
1.	Flexible Application programming Interface (APIs) to include Web services, https://, SMPP protocols and XML. API set cover all requirements for sending single or bulk SMS from Client server application and through portal. Online portal access to CDNS users (multiple logins IDs required) can login from any part of the globe to manage their SMS services.
2.	Provide system generated timely response to each SMS request (processed as single or in the form of bulk). The response must include Delivery date & time (separately on network and handset), Unique SMS Identification code against each SMS text relayed, Delivery status code, Error Code, Receiver mobile no., mobile operator name or any of the information.
3.	Response of each SMS processed can be downloaded from the web portal and API i.e. from usage of the web service using Http/ XML/ SMPP protocol. The data can be required by CDNS at any time for last 3 years. The format of the data will be Excel, CSV, text and any other standard form being used in market.
4.	Daily/ Weekly/ Monthly and operator wise usage statistics, traffic analysis and DLR reports be available along with all SMS information of total SMS Consumed (Operator wise), End-to-End SMS Service delivery/ relay status i.e. date wise Total SMS delivered/ Rejected/ Failed etc.
5.	Queue Management option available for prioritizing SMS tasks. Option to create, edit, send, forward, schedule, export and delete SMS messages. To manage address book, recipient groups, message templates/ formats. Bulk SMS data (Mobile numbers and/ or text messages) on the portal must support MS Excel, CSV, text and XML formats. The Portal should have option to convert SMS to email or vice versa for sending SMS and email or both (Whenever required).

SECTION – IV

4. OTHER TERMS:

4.1. FIRM`S UNDERSTANDING OF THE RFP:

In responding to this RFP, the firm accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries as necessary to gain such understanding.

4.2. GOOD FAITH STATEMENT:

All information provided by in good faith CDNS through this RFP. CDNS makes no certification or guarantee that any item is without error. CDNS is not responsible or liable for any use of the information or for any claims asserted there from.

Note: The absence of addressing any requirement of RFP in the Technical Proposal may result in the Technical Proposal being “Poorly Marked” which may lead to the disqualification of the Bidder.

4.3. TERM OF CONTRACT:

The Contract for end-to-end managed service “*SMS Gateway Service Solution*” will be for 3 years from the effective date of the Contract, however it may be noted here that in case of any unforeseen circumstances, the procuring Agency reserve the right to decrease/ increase the quantity and/ or the duration as well.

4.4. PAYMENT TERMS:

4.4.1. For services provided by successful bidder in pursuant to this RFP, the Procuring Agency shall pay the successful vendor as follows, however actual payment terms shall be decided at the time of finalization of agreement:

- a. Invoices shall be submitted on monthly or quarterly basis and be cleared upon receipt the invoice along with necessary documentation/ activity/ deliverables and inventory reconciliation report. Incomplete claims/ invoices shall be returned to vendor.
- b. Payment processing time may be 30 days after receiving of invoice and necessary documentation.
- c. All payments shall be made through cross cheque in Pak Rupees.
- d. Taxes shall be deducted at source as per government rules at the time of payment.
- e. A certificate by the successful vendor to the effect that he had not claimed the relevant payment in his previous claims.
- f. The Procuring Agency reserves the right to scale down the amount of invoice as per its satisfaction.
- g. The above Payment Terms are tentative, and Procuring Agency shall finalize the Payment Terms or Payment Schedule with the successful vendor at the time of draft agreement preparation.
- h. Penalty may be charged in case of service uptime is breached as per agreement.

4.5. INSTRUCTIONS FOR BIDDERS:

4.5.1. Enquiries/ Clarification regarding RFP:

- A Bidder requiring any clarification of the RFP document shall contact the Procuring Agency in writing at the Procuring Agency's address specified in this clause. The procuring Agency will respond to any request for clarification, provided that such request is received 24 hours before closing date. No queries/ enquires received after the said date will be entertained/ responded by the Procuring Agency.
- Enquiries/ Clarification regarding this RFP shall be submitted in writing via email to:

Director (Operations)

Central Directorate of National Savings (CDNS),
Ministry of Finance.

GOVERNMENT OF PAKISTAN

23-N, Savings House, G-6, Civic Center, Islamabad.

Tel: 051- 9215753, 9212156

Email: atta@savings.gov.pk and attaulahcdns@gmail.com

4.5.2. Submission of Proposal:

- The bid must be uploaded on EPADS before closing date and **the Bid Security instrument must be submitted in original, without which the proposal shall not be considered by the Procuring Agency.**

4.5.3. Mode of Delivery of Bids and Address:

- Proposals shall be submitted on EPADS.

4.5.4. One Proposal per Firm/ Bidder:

- Firms may only submit one proposal either in individual capacity or as a partner in a joint venture (proof of JV signed by all concerned bidders be submitted in technical proposal). If a Firm submits or participates in more than one proposal, such proposals shall be disqualified and shall not be evaluated by considering out of competition. However, this does not limit the participation of the same sub-contractors, including individual experts, to more than one proposal.

4.6. FORMAT FOR TECHNICAL BID:

- The technical proposal should be concisely presented and structured in the form of chapters to include, but not necessarily be limited to, the following information. Supporting material i.e. Data Sheets, Ranking, Comparisons etc. should not be part of the main proposal but should be included as Annexure (s).
- Please note that during technical evaluation, the bidders may be called for detailed technical presentation/ demonstration of their methodology/ plan and strategy or any aspect of their technical proposal if desired by CDNS.
- The bidder or bidders (if more than one) in the responding consortium/ JV (should submit proof of their consortium/ JV), including their scope of involvement. In case of consortium/ JV of two or more bidders, the bidder leading the consortium/ JV and responsible/ mandated to communicate on behalf of consortium/ JV must be mentioned.
 - The responding bidder(s) shall describe the financial position of its/ their firm/ company by attaching Financial Audit report of three years (latest) of the bidder/ firms are required with a separate document describing total revenue earned.

SECTION – V

5. GENERAL TERMS & CONDITIONS:

5.1. BID SECURITY:

A bid security is required and acceptable in the shape of a Bank Draft/ Pay Order/ Demand Draft/ Banker's cheque/ CDR/ Cashier Cheque only, issued from any scheduled bank operating in Pakistan, of **PKR 100,000/-** (Rupees One Hundred Thousand Only), in the favour of **"CDNS, Islamabad"**. **The Bid Security instrument must be submitted in original.** If a bidder withdraws its bid during the procurement process or a successful vendor fails to acknowledge the letter of acceptance/ signing of agreement etc.; in such scenarios the Procuring Agency reserves the right to forfeit the Bid Security besides considering other necessary actions under the law of the Land. Further the Procuring Agency may ask the second Most Advantageous bidder for award of contract and so on (as per its convenience) if the Most Advantageous bidder fails to comply. The bid security of unsuccessful bidder(s) may be released after contract signing with successful bidder. The bid security of successful bidder may be released after signing of the agreement and provision of the Performance Bank Guarantee.

5.2. VALIDITY OF PROPOSAL:

All proposal/ bids and prices shall remain valid for a period of at least **180 days** from the closing date of the submission of the proposal/ bids.

5.3. PERFORMANCE BANK GUARANTEE. ("PBG"):

The successful Bidder shall be required to submit an un-conditional and irrevocable ("PBG"), a sum equivalent to **5% (Five Percent)** of the total contract value (for the contract price of agreement to be signed with CDNS), valid for Three years from the date of signing of agreement or from the commencement of provision of required services. It has been observed that certain banks are not issuing the PBG for a continuous period of three years but for one year, in such case it would be the responsibility of successful bidder to submit the renewed PBG on yearly basis prior to expiry of previous PBG. Upon submission of renewed PBG, the previous PBG may be released. The ("PBG") shall be submitted on or before raising invoices. This ("PBG") shall be issued by any scheduled bank operating in Pakistan and the value for the outstanding deliverables of the contract will remain valid until the final and formal termination of Contract by Procuring Agency. The Procuring Agency may forfeit the ("PBG") if the bidder's performance found to be poor or bidder breaches any of its obligations under the contract agreement or published RFP besides considerations for black listing the vendor/ company or any other action taken under the law or all or waive off all or partially based on written sound justification that may be beyond vendor's normal control, provided by the vendor and up to the satisfaction of procuring agency but the decision in this regard would be the sole discretion of the procuring agency and in no way, the vendor may consider it as its Right.

5.4. CURRENCY:

All currency in the proposal shall be quoted in Pak Rupees (PKR) only otherwise bid(s) would be rejected.

5.5. WITHHOLDING TAX, SALES TAX AND OTHER TAXES/ LEVIES:

The bidder is hereby informed that the Government shall deduct tax/ duties at the rate prescribed under the tax laws of Pakistan, from all payments for services rendered purchase/ supply by any bidder who signs the contract with the Government. The bidder will be responsible for payment of all taxes/ duties on transactions and/ or income, which may be levied by government from time to time. The vendor himself shall be responsible to settle any taxation/ duties etc. related issues with Taxation authorities without any kind of involvement or liability on CDNS whatsoever.

5.6. CONTRACTING (SIGNING OF AGREEMENT):

The successful vendor shall submit draft Contract, for which specimen template may be obtained from procuring agency and be signed on a stamp paper of **Rs. 5,000/-** (Rupees Five Thousand only) (which shall be notarized or attested by Oath Commissioner properly) within two weeks after issuance of Work Order/ Letter of Acceptance.

5.7. GOVERNING LAW:

This RFP and any contract executed pursuant to this tender/ RFP shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan. The Government of Pakistan and all bidders responding to this RFP and parties to any contract executed pursuant to this RFP shall submit to the exclusive jurisdiction to the Honourable Courts at **Islamabad only**.

5.8. DISCLOSURE/ INTEGRITY PACT:

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 (GoP) 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 the 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, consultant, 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.

By signing this agreement, the 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.

By signing this agreement, the 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, 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 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 GoP.

5.9. FORCE MAJEURE:

A "Force Majeure Event" shall mean act of God or any event or circumstance or combination of events or circumstances that are beyond the control of a Party and that on or after the date of signing of this Agreement, materially and adversely affects the performance by that Party of its obligations or the enjoyment by that Party of its rights under or pursuant to this Agreement; provided, however, that any such event or circumstance or combination of events or circumstances shall not constitute a "Force Majeure Event" within the meaning of this Section to the extent that such material and adverse effect could have been prevented, overcome, or remedied in whole or in part by the affected Party through the exercise of due diligence and reasonable care, it being understood and agreed that reasonable care includes acts and activities to protect the Sites and the Facilities, as the case may be, from a casualty or other reasonably foreseeable event, which acts or activities are reasonable in light of the likelihood of such event, the probable effect of such event if it should occur and the likely efficacy of the protection measures. "Force Majeure Events" hereunder shall include each of the following events and circumstances that occur inside or directly involve Pakistan, but only to the extent that each satisfies the above requirements:

- i.* Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act or campaign of terrorism, or sabotage;
- ii.* Strikes, works to rule or go-slows that extend beyond the Sites, are widespread or nationwide;
- iii.* Change in Laws of Pakistan;
- iv.* Other events beyond the reasonable control of the affected Party, including, but not limited to, uncontrollable events, namely, lightning, earthquake, tsunami, flood, storm, cyclone, typhoon, or tornado, epidemic or plague, radioactive contamination, or ionizing radiation.

5.10 GRIEVANCE REDRESSAL:

Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen (15) days after the announcement of the bid evaluation report to the Grievance Redressal Committee of Procuring Agency. The Committee for the purpose is already notified at PPRA Website.

5.11 AMICABLE SETTLEMENT:

5.11.1 Any dispute, controversy or claim arising out of or relating to this Contract, or the breach, termination or invalidity thereof, shall be resolved through negotiation in an amicable and friendly manner between the parties. The Parties shall seek to resolve any dispute amicably by mutual consultation and discussion at the appropriate level of Parties or through the committee constituted, representing members from both sides, whichever is suitable to reach the amicable solution of dispute.

5.11.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within thirty (30) days after receipt. If that Party fails to respond within thirty (30) days, or the dispute cannot be amicably settled within thirty (30) days following the response of that Party, Following shall apply.

Disputes shall be settled by arbitration in accordance with the following provisions:

- 1.** Failing amicable settlement, the dispute, differences or claims, as the case may be, shall be finally settled by binding arbitration in accordance with the provisions of the Arbitration Act 1940 of Pakistan.
- 2.** The arbitration shall be conducted at Islamabad, Pakistan before an arbitration panel comprising three (3) members, one to be nominated by each Party and the third nominated by the first two nominees (collectively, "arbitration panel").
- 3.** The fees and expenses of the arbitrators and all other expenses of the arbitration shall initially be borne and paid equally by both the Parties, subject to determination by the arbitration panel. The arbitration panel may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by such Party.
- 4.** Any decision or award resulting from the arbitration shall be final and binding upon the Parties. The Parties agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets, wherever they may be found, and that a judgment upon the arbitral award may be entered in courts having jurisdiction at **Islamabad only**.
- 5.** Pending the submission of and/ or decision on a dispute, difference or claim or until the arbitral award is published the Parties shall continue to perform all their obligations under the Contract.

SECTION – VI

6. BID ELIGIBILITY EVALUATION AND ACCEPTANCE CRITERIA:

6.1. ACCEPTANCE CRITERIA:

As per PPRA Rule 36(b) - Single Stage-Two envelope procedure, the proposal will first be evaluated technically. The Technical and Financial Proposals shall be allocated 60 and 40 marks respectively. In Evaluation of Technical Bids 36 out of 60 marks are the qualifying marks. Financial bids of only technically qualified bidders will be opened. The distribution of 100 marks and formulae of financial bids evaluations will be as follows.

Technical Proposal (T) = 60 Marks. (36 are qualifying marks)

Financial Proposal (F) = 40 Marks.

Total (T+F) = 100 Marks.

The technical proposals/ bids securing 36 marks i.e., 60% of total marks (60) allocated for Technical Proposals or more in the technical evaluation will qualify for the next stage, i.e., financial bid opening. The bids of bidders securing less than 36 marks (qualifying marks) in technical evaluation shall be rejected and financial bids shall be returned to them unopened. The bidder whose quoted prices are lowest will get the maximum marks (i.e., 40 marks) in financial evaluation using formulae given below:

(A) Bid Ratio = (a) Lowest quoted price / (b) Quoted price for which financial marks are required

[For lowest it would be 1]

(B) Bid Ratio x 40 = Financial marks of (b)

The cumulative effect of both Technical and Financial marks shall determine the position of the bidders.

The contract may be awarded to the bidder(s) whose bid is approved on the basis of evaluation to be **“Most Advantageous Bid”** as per PPRA Rules.

Note:

1. The Bid of blacklisted bidder(s) from any government entity, will not be considered.

2. After closing date and time no bid will be entertained.

The Procuring may ask a bidder or all bidders to present/ demonstrate at CDNS HQ, Islamabad, their proposed methodology/ strategy to execute the entire assignment for CDNS, at their own cost and risk.

6.2. RESPONSIVENESS TEST/ INITIAL SCREENING:

Prior to the Technical Evaluation of the Technical Bids, All the Technical Bids shall be examined/ scrutinized for the Responsiveness Test/ Initial Screening, as explained above in this RFP, based on following parameters/ criteria which are pre-requisites and be considered as “**Must Meet Requirements**”; non-compliance of any of following clause/ parameter/ criteria shall disqualify the bidder(s) straight away. All bidders are required to submit compliance sheet/ page containing the Reference Page # in Technical Bid as proof. If a bidding firm fulfils all the below-mentioned criteria, then its technical proposal may be processed for Technical Evaluation. If any of the below mentioned mandatory criteria is not fulfilled, then the proposal will not be evaluated further and considered as rejected being non-responsive. It is pertinent to mention here that no change or addition of documents/ bids whatsoever be allowed after the date and time of bid submission.

The bidder must meet mandatory requirements are as follows:

Bidder Mandatory Requirements

Clause No.	Mandatory Requirement	Required Documents
6.2.1	The bidder must have legal presence in Pakistan for at least 5 years.	SECP Registration Certificate
6.2.2	The bidder must be registered with the Taxation department and listed on the Active Taxpayer List (ATL) for Income Tax / Sales Tax.	Proof of Active Taxpayer status for Income Tax / Sales Tax (ATL printout)
6.2.3	The bidder must have been in the relevant business for at least 4 years.	Purchase Orders (POs), Contracts, etc.
6.2.4	The bidder must submit an affidavit on stamp paper (Rs. 100/-) stating that the bidder is not blacklisted by any government department, and no suit is pending against them.	Affidavit attested by Notary Public/ Oath Commissioner
6.2.5	The bidder must submit a bid security in the required amount and format on the technical bid opening date.	Bid security submission proof

Note:

- a. *Non-compliance of any clause/ article of this RFP, concealment or sharing misleading facts may lead to disqualify the bidder(s) at any stage from bidding process.*
- b. *The detailed Technical Evaluation will be conducted for only those bidders whose bids are found to be responsive in Responsiveness Test/ Initial Screening as per clause (6.2) of this RFP.*
- c. *Any attempt directly or indirectly to influence the working of Purchase or Technical Committee of the Procuring Agency or using any unfair means by the participating bidder(s)/ firm(s) shall result in disqualification from bidding process straightaway.*

SECTION – VII

7. TECHNICAL EVALUATION CRITERIA (60 MARKS):

The Technical Evaluation Criteria is given below as follows:

Technical Evaluation Criteria (60 Marks)

Passing Marks: 60% (36 Marks)

Clause No.	Criteria	Description	Required Documents	Max Marks
7.1	Financial Strength (Rs. In Million)	1 Mark for every Rs. 10 million annual turnover for the last 3 years.	Audited financial documents for last 3 financial years	5
7.2	Experience – Financial Sector (Number of completed Projects)	2.5 Mark for each completed SMS related projects with Financial Institutions in last three years.	Submit related documents/ work orders etc	10
7.3	Experience - Non-Financial Sector (Number of completed Projects)	2.5 Marks for each completed SMS related projects with Non-financial Institutions in last three years.	Submit related documents/ work orders etc	10
7.4	Projects in Hand (Running)	2 Marks for each in hand (running) providing SMS related services to institutes/ banks/ departments etc	Submit related documents/ work orders etc	10
7.5	Offices & Workshops	1 Mark for office in major cities of Pakistan like Islamabad, Karachi, Lahore, Peshawar, Quetta etc	Proof of office locations across Pakistan with address and Land Line Numbers	5
7.6	Human Resource	1 Mark for each technical staff member involved in SMS-related services.	Staff details/ relevant expertise/ attach payroll proff etc	5
7.7	Support/ Service Plan along with SMSC Dashboard Design Features	2 Marks for "Good", 3 Marks for "Very Good", 4 Marks for "Excellent", 5 Marks for "Outstanding".	Comprehensive service/ support plan in Line with Section 3.2 and Sub Sections 3.2.2 and 3.2.3.	5

7.8	Satisfactory Performance Certificates (SPC)	1 mark for each SPC related to completed SMS related projects in last three years.	Submit related documents	5
7.9	Quality Management System	2.5 Mark for ISO 9001 2.5 Mark for ISO 27001	ISO 9001 & ISO 27001 certification proof attached	5
			TOTAL:	60

Note:

Submission of verifiable documentary proof for all above requirements and criteria are mandatory requirement and marks will be awarded on the basis of provided verifiable proofs/ evidences. Every document to be duly signed and stamped by the authorized representative of the bidding firm.

7.1 COMPLIANCE SHEET OF TECHNICAL EVALUATION CRITERIA:

The Compliance sheet must be filled in and submitted by bidder as follows:

Clause No.	Criteria	Description	Required Documents	Page No.
7.1	Financial Strength (Rs. In Million)	Amount in last 3 years: 2021-22: 2022-23: 2023-24:	Audited financial documents for last 3 financial years	
7.2	Experience – Financial Sector (Number of completed Projects)	No. ____ of completed SMS related projects with Financial Institutions in last three years.	Submit related documents/ work orders etc	
7.3	Experience - Non-Financial Sector (Number of completed Projects)	No. ____ of completed SMS related projects with non-financial Institutions in last three years.	Submit related documents/ work orders etc	
7.4	Projects in Hand (Running)	No. ____ for each in hand (running) providing SMS related services to institutes/ banks/ departments etc	Submit related documents/ work orders etc	
7.5	Offices & Workshops	No. ____ of offices in in major cities of Pakistan.	Proof of office locations across Pakistan with address and Land Line	
7.6	Human Resource	No. ____ of each technical staff member involved in SMS-related services.	Staff details/ relevant expertise/ attach payroll proof etc	
7.7	Support/ Service Plan along with SMSC Dashboard Design Features	Support plan meeting CDNS requirements in line with Section 3.2 and its Subsections 3.2.2 & 3.2.3.	Comprehensive service/ support plan	
7.8	Satisfactory Performance Certificates (SPC)	No. ____ of SPC related to completed SMS related projects in last three years.	Submit related documents	
7.9	Quality Management System	ISO certification (ISO 9001 & ISO 27001).	ISO 9001 & ISO 27001 certification proof	
			TOTAL:	

SECTION – VIII

8. Format for Financial Proposal, Payment Terms & Conditions

Bidders are required to provide the total bid amount/ price with their bid as per following table in its financial proposal considering all items mentioned in Section III – 3.2 Scope of Work and Sub-Sections 3.2.1, 3.2.2 and 3.2.3.

Financial Bid Format

ANNEXURE A

Sr.	Item	Price in PKR (Without Applicable Tax)	GST/ PST % (If Applicable)	AIT % (If Applicable)	Total Price in PKR (Inclusive of all Applicable Taxes)
1.	One Time Setup Charges (OTC)/ Hardware/ Software/ OS etc (If Any)				
2.	Per Month Service Charges (If Any)				
3.	Per SMS Charges (with Delivery Report - DLR) on Actual Utilization				
	Total:				

Authorized Signature: _____

Full Name: _____

Designation: _____

Stamp: _____

NOTE:

- 8.1.** The successful bidder will have to execute a platform support, maintenance and managed service contract valid for three years.
- 8.2.** Bidders should provide prices in PKR. Price quoted should be fixed & valid for 180 days.
- 8.3.** CDNS will make payments in PKR only.
- 8.4.** Bidder required to provide details of all software & hardware to be used for SMS service.
- 8.5.** Any updation/ enhancement in solution within the contract period will be done by the successful bidder. The bidder will be required to submit proposal for additional services at the time of request from CDNS.