

HIRING SERVICES FOR SMS DESSEMINATION FOR VARIOUS PHS DIVISION SERVICES

State Life Insurance Corporation of Pakistan, GS Department 2nd Floor State Life Building No. 9, Dr.Zia Ud din Ahmed Road Karachi.

INVITATION FOR PROPOSAL

1. State Life Insurance Corporation of Pakistan intends to hire the services of a reputed Service Provider for dissemination of Short Message Service (SMS) for various PHS Division Services.
2. State Life Insurance Corporation (hereinafter referred to as “the Purchaser”) is seeking sealed proposals under single stage two envelope as per PPRA Rules 2004 from qualified Services Providers (hereinafter referred as “the Contractor”) registered with the Sales Tax and Income Tax departments for providing SMS Service with masking for Sehat Sahulat Program Beneficiaries.
3. State Life reserves the right to accept or reject any proposal, and to annul the proposal process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Respondent(s) or any obligation to inform the affected Respondent(s) of the grounds for such decision as per PPRA rules
4. Tender Schedule

A	Last Date & Time for Submission of RFP (Technical & Financial Proposals)	02-10-2023 Up to 11:00 am
B	Date of Opening of Technical Proposal of Respondents	02-10-2023 At 11:30 am

5. Address for Submitting, Clarification and Opening of Proposal: **Incharge P&GS, State Life Insurance Corporation of Pakistan, Gs Department 2nd Floor State Life Building No. 9, Dr.Zia Ud din Ahmed road Karachi Phone: 021-99204521**

INSTRUCTION TO RESPONDENTS

1. DEFINITIONS:

Unless the context otherwise requires, the following terms whenever used in this RFP and contract have the following meanings:

- a) “Proposals” means the Technical & Financial Proposals submitted by respondents in response to this RFP issued by State Life for **Hiring of services for Short Message Service (SMS) for various services of PHS Division**
- b) “State Life” means State Life Insurance Corporation of Pakistan.
- c) “Competent Authority” means the Chairperson/ Chairman State Life.
- d) “RFP” means Request for Proposal
- e) “Committee” means committee constituted by State Life for evaluation of technical and financial proposals
- f) “SMS” means Short Message Service
- g) “Government” means the Government of Pakistan
- h) “Service Provider /Firm/Respondent” means any entity that has placed an offer/ proposal for performance of services sought in this RFP
- i) “PPRA Rules” Public Procurement Rules 2004
- j) “SOW” means Scope of Work
- k) “UI” means User Interface
- l) “API” means Application Programming Interface
- m) “HTTP” means Hyper Text Transfer Protocol
- n) “SSL” means Secure Sockets Layer

2. VALIDITY OF PROPOSALS

Proposals must be valid for a period of 90 (ninety) days after the date of its submission prescribed in RFP. A proposal valid for shorter period may be rejected as non-responsive. State Life may solicit the Respondents’ consent to extend proposal validity (without modification in proposals).

3. RIGHT TO ACCEPT / REJECT PROPOSAL

State Life reserves the right to accept or reject any proposal, and to annul the proposal process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Respondent(s) or any obligation to inform the affected Respondent(s) of the grounds for such decision as per PPRA rules.

4. FRAUD AND CORRUPTION

State Life requires that respondent hired through this RFP must observe the highest standards of ethics during the performance and execution of such agreement. In pursuance of this policy, State Life defines, for the purposes of this provision, the terms as follows:

- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of State Life by any representative of Respondent(s) in contract execution.
- ii. "Fraudulent practice" means a misrepresentation of facts, in order to influence procurement process or the execution of a contract, to State Life, and includes collusive practice among Respondents (prior to or after proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive State Life of the benefits of free and open competition;
- iii. "Unfair trade practices" mean rendering of services different from what is ordered on.
- iv. "Coercive practices" mean harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of agreement.

State Life would

- i. Reject a proposal for award, if it determines that the Respondent recommended for award, has been determined to having been engaged in practices listed at 5(i) to 5(iv) above.
- ii. Declare a respondent ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the firm has engaged in corrupt, fraudulent, and unfair trade practice in competing for or in executing the agreement.

5. CLARIFICATIONS AND AMENDMENTS OF RFP DOCUMENT

6.1. RFP CLARIFICATIONS

During technical evaluation of the proposals, State Life may, at its discretion, ask Respondents for clarifications on their proposals. The Respondents are required to respond within the time frame prescribed by State Life.

6.2. AMENDMENTS IN RFP

At any time prior to deadline for submission of proposal, State Life may for any reason, modify the RFP. The prospective Respondents having

received the RFP shall be notified of the amendments in a timely manner and such amendments shall be binding on them.

6. PROCESS FOR HIRING OF SERVICES

This enquiry is in the nature of Request for proposal (RFP) intended to result in the hiring of service provider for dissemination of SMS to policyholders. The responses received pursuant to this RFP will be evaluated as per the criteria specified in this document and the qualified respondent would sign an agreement with State Life which would specify the assignment that the selected respondent is expected to perform. Evaluation of the proposals shall be carried out in two steps, first the technical and then the financial.

The technical and financial proposals shall be submitted at the same time, any proposal or part proposal received after the closing time for submission of proposals shall be returned unopened. No amendment to the technical or financial proposal shall be accepted after the dead line.

At first the technical proposals will be opened and evaluated in conformity with the provisions of the RFP. The financial proposals shall remain sealed until they are opened publicly.

The Evaluation Committee shall not have access to the financial proposals until the technical evaluation is concluded. Financial proposals shall be opened only thereafter.

After completion of evaluation of the technical proposal, State Life shall notify those respondents whose proposal did not meet the minimum qualifying mark or were considered non-responsive to the RFP indicating that their financial proposals will be returned unopened after completion of the selection process.

The respondents who qualify on the basis of technical evaluation would be informed about the date and time of opening of their financial proposals through letter, Fax or E-mail as communicated by the respondents in their proposals.

After rejecting the offers securing less than the minimum qualifying marks in the technical proposal, the financial proposals of the rest shall be opened.

7. ELIGIBILITY CRITERIA

Eligible Service Provider/Respondent who:

- i. Have a registered / incorporated company / firm in Pakistan with relevant business experience of at-least five (5) years

- ii. Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with Government legal entities, sales tax and income tax departments) and on active tax payer list;
- iii. Has a valid registration with relevant allied agencies / organizations / regulator authorities;
- iv. Has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan (Submission of undertaking on legal stamp paper of worth Rs.100/- **(One Hundred Rupees Only/-)** is mandatory);
- v. Has required relevant experience as desired in RFP of running SMS campaigns for public and private sector clients in Pakistan
- vi. Has a verifiable recommendation letter from at least five clients served / being served in public/private sector
- vii. Has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment, including a technical and operational team available for support 24 hours a day, 7 days a week, throughout the year;
- viii. Has obtained authorization letter from PTA specific to this tender.
- ix. Must obtain minimum **60** points in Technical Evaluation with **50%** in each category

NOTE: Verifiable proof for all the above shall be mandatory. Non-submission may cause disqualification of the bidder for any further process. All bidders must provide a checklist format compliance of the eligibility criteria above.

DISQUALIFICATIONS

State Life may at its sole discretion and at any time during the evaluation of proposal, disqualify any Respondent, if the Respondent has:

- i. Submitted the proposal documents after the response deadline
- ii. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements
- iii. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years
- iv. Submitted a proposal that is not accompanied by required documentation or is non-responsive
- v. Failed to provide clarifications related thereto, when sought
- vi. Submitted a proposal with price adjustment / variation provision

- vii. Bid security is not submitted with the financial proposal.

8. REQUEST FOR PROPOSAL

The Respondent is expected to examine all the instructions, guidelines, terms and conditions and formats in the RFP. Failure to furnish all the necessary information as required by the RFP on submission of a proposal not substantially responsive to all the aspects of the RFP, shall be at Respondent's own risk and may be liable for rejection. When Respondents receive the RFP, and if they can meet the requirements of the RFP and the commercial and contractual conditions, they should make arrangements necessary to prepare a responsive proposal

If the Respondents find in the RFP documents - especially in the selection procedure and evaluation criteria – any ambiguity, omission or internal contradiction, or any feature that is unclear or that appears discriminatory or restrictive, they should seek clarification from State Life well in advance. However, no relaxation or exemption shall be provided to the respondent on any term or condition of the RFP for reasons of non-receipt of any clarification.

Respondents/Service Providers should ensure that they submit a fully responsive proposal including all the supporting documents requested in the RFP. It is essential to ensure accuracy in the curricula vitae of key staff submitted with the proposals.

Once proposals are received and opened, respondents shall not be permitted to change the proposal.

Non-compliance with Eligibility criteria will result in rejection of the proposal.

9. PRE-PROPOSAL QUERIES

The prospective Respondent, requiring any clarification on RFP may contact State Life and seek required clarification. However, no relaxation or exemption shall be provided to the respondent on any term or condition of the RFP for reasons of non-receipt of any clarification.

10. PREPARATION OF PROPOSAL

The Respondent shall comply with the following during preparation of the proposal:

- i. The proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the proposal

- ii. The proposal shall be typed and shall be signed by the Respondent or duly authorized person(s) to bind the Respondent to the contract. The letter of authorization shall be indicated by written power of attorney or authority letter and shall accompany the proposal.
- iii. Proposals received by fax or email shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated above received prior to the closing time and date of the proposals shall be taken as valid
- iv. All expenses related to participation in this tender document shall be borne by the respondents
- v. Respondents are not permitted to modify, substitute, or withdraw proposals after its submission
- vi. All the pages of the proposals should be signed by the authorized person(s) and should conform strictly to the formats and procedures laid down in this RFP
- vii. Technical and financial proposals should be prepared and submit as follows:
 - a) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
 - b) the envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
 - c) Both the envelopes should also contain the title of the tender i.e.: “Hiring of Services of a Service Provider for dissemination of SMS to Policyholders.
 - d) All envelopes mentioned above should also have the name and contact details of the respondent clearly mentioned on them on the reverse side.

11. SUBMISSION OF PROPOSALS

Respondent shall submit responses (referred to as ‘Proposals’ herein) to the contact person mentioned in Clause 5 Section I as per the procedure specified in this RFP. The list of documents to be submitted as part of proposals is provided in Clause 14.1 and 14.2 of Section II.

12. DEADLINE FOR SUBMISSION OF PROPOSALS

Proposals from Respondents, complete in all respects must be received by State Life at the address specified in Clause 5 Section I as per schedule listed in Clause 4 Section I.

13. LIST OF DOCUMENTS SUBMITTED AS PART OF PROPOSAL

13.1. TECHNICAL PROPOSAL

- i. Cover letter on respondent's official letter (format is attached as Annex-1)
- ii. Registration Certificate
- iii. NTN Certificate
- iv. Undertaking on Legal Stamp paper worth Rs.100 (**One Hundred Rupees Only/-**) stating that service provider has not been blacklisted by Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
- v. Annual Financial Statement of last three years certified by ICAP certified firm for assessment of financial strength.
- vi. Verifiable information of number of clients served and Recommendations letters.
- vii. Information/Certificate of showing Number of employees and experience details
- viii. Proof of availability of real-time dynamic dashboard for Client. Real time redundancy, backups of data, with backup systems in place for power and connectivity to **ensure 100% up time**.

All the above papers should be duly signed by the authorized signatory.

13.2 FINANCIAL PROPOSAL

- i. The financial proposal will be filled in **Fin -1** separately.
- ii. All rates will be quoted in Pakistan Rupee
- iii. The financial proposals should include **cost per SMS** inclusive of all types of costs / taxes/ levies/ fees/ payments.
- iv. In case of any discrepancy/confusion/ difference between the financial proposal quoted in figures and in words, the proposal mentioned in the form of words would be considered as final and would prevail.
- v. In case of ambiguity on financial proposal being quoted in words, the proposal is liable to be rejected. The respondent should exercise due caution in preparing the financial proposals.

14. RECEIPT OF PROPOSALS

The proposals would be received at the address specified in Section I Clause 5. The proposals will be kept in safe custody till they are opened in presence of respondents who choose to present as per the schedule listed in Section I Clause 4.

15. PROPOSAL OPENING

State Life will open all proposals including in public, in the presence of respondents/their authorized representatives who choose to attend, at the time, on the date and the place specified in RFP. Respondents/Representatives shall sign attendance as a proof.

16. EVALUATION OF PROPOSALS - FORMATION OF COMMITTEES

State Life will form Technical & Financial Evaluation Committee to evaluate the proposals

- i. During evaluation of technical proposals, the Committee, may, at its discretion, ask the Respondents for clarification of their proposals. However, such clarification would not effectuate any change in the substance of the proposal.
- ii. After the technical evaluation the committee would make financial evaluation of those respondents who qualify on the basis of technical evaluation.
- iii. The committee would undertake the financial evaluation on the available proposal as it is and would not seek any clarification from the respondent

The process for evaluation of proposals is as given below:

16.1. EVALUATION OF TECHNICAL PROPOSAL

The committee will evaluate the technical proposals on the basis of given qualification parameters. The proposals meeting the qualification criteria shall be declared as technically responsive. After evaluations and approval of technical proposals, the financial proposals of technically accepted proposals shall be publicly opened at a time, date, and venue to be communicated to the qualified bidders in advance.

Technical Points / Scoring

Sr. No	Requirements	Points
1.	Overall Experience	
a.	5-10 Years	10
b.	10+ Years	20
2.	No of SMS Projects (With Contract value of 0.5 Million or above) Completed in last five years	
a.	3 to 5 SMS Projects	10
b.	5+ SMS Projects	20
3.	Revenue in Latest Financial Year	
a.	10-30 Million	10
b.	30+ Million	20
4.	Solution and Product Features	
a.	Availability of Multiple Service Delivery Channels	10

b.	Availability of real-time dynamic dashboard for Client	10
c.	Availability of Encryption Features for security of SMS	10
d.	Real time redundancy feature with backup of data	05
e.	Quoted Product/ solution extra core features other than required in this RFP	05
Total points		100

Minimum Qualifying Marks = 60; (50 % marks in each category is mandatory)

17.2. EVALUATION AND SCORING OF FINANCIAL PROPOSAL

Evaluation of the financial proposals submitted by respondents whose technical proposals have technically qualified for the assignment shall be done in accordance to the following process:

Step 1: All the eligible financial proposal would be opened and scrutinized for any anomaly or discrepancy which may lead to the proposal being non-responsive as per the terms and conditions cited in the RFP for the assignment.

Step 2: All financial proposal found to be in order shall be enlisted in the prescribed Financial Evaluation sheet.

Step 3: The lowest evaluated financial proposal will be treated as qualified for entering into an agreement (**enclosed as Appendix-A**) for the assignment after negotiations

17. BID SECURITY DEPOSIT

Bid Security of Rs; 200,000 of annual bid value as Earnest Money along with the 'Financial Proposal would be furnished by the respondent in shape of Demand Draft/Pay order in favor of "STATE LIFE INSURANCE CORPORATION OF PAKISTAN" and will be returned after signing of agreement with successful bidder and after receiving pay order of Rs; 300000 as performance guarantee in the name of State Life Insurance Corporation of Pakistan. Performance guarantee will be retained till the completion of agreement period or will be returned on termination of contract.

CONFIDENTIALITY

Bidder understands and agrees that all materials and information marked and identified by STATE LIFE as 'Confidential' are valuable assets of STATE LIFE and are to be considered STATE LIFE 's proprietary information and property. Bidder will treat all confidential materials and information provided by STATE LIFE with the highest degree of care and necessary to ensure that unauthorized disclosure does not occur.

Bidder will not use or disclose any materials or information provided by STATE LIFE without STATE LIFE 's prior written approval. Bidder shall not be liable

for disclosure or use of any materials or information provided by STATE LIFE or developed by Bidder which is:

- a) possessed by Bidder prior to receipt from STATE LIFE, other than through prior disclosure by STATE LIFE, as documented by Bidder's written records;
- b) published or available to the general public otherwise than through a breach of Confidentiality; or
- c) obtained by Bidder from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to STATE LIFE; or
- d) Developed independently by the bidder.

In the event that Bidder is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, Bidder shall promptly notify State Life and allow State Life a reasonable time to oppose such process before making disclosure.

Bidder understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause State Life irreparable harm, may leave STATE LIFE with no adequate remedy at law and State Life is entitled to seek to injunctive relief.

Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party.

The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this RFP.

18. OWNERSHIP OF DATA/INFORMATION

All information processed, stored, or transmitted by Service Provider's equipment belongs to State Life. By having the responsibility to maintain the equipment, the Service Provider does not acquire implicit access rights to the information or rights to redistribute the information. The Service Provider understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

19. PERIOD OF SERVICE

Period of service will be **one** year from the date of signing of agreement between State Life and Service Provider. Further extendable for a period of two years with mutual consent of both parties.

Scope of Work

1. BACKGROUND

State Life Insurance Corporation of Pakistan intends to hire the services of a reputed Service Provider for dissemination of Short Message Service(SMS) for various PHS Division Services

2. GOAL

To Provide awareness, guidance, Information and for effective Complaint redressal to the Sehat Sahulat Program beneficiaries in the designated districts of Pakistan

3. TENTATIVE DETAIL OF MESSAGES TO BE DISSEMINATED:

State life requires the services of a service provider to disseminate messages on monthly and yearly basis as indicated below:

Sr. No	Category of Messages	Total Number of Messages
1.	Tentative Minimum Number of Messages to be disseminated per month Number of SMS may increase or decrease	1.26 Million
2.	Tentative Minimum Number of Messages to be disseminated per year Number of SMS may increase or decrease	15.2 Million
3.	One Time SMS Services	

Note: These calculations are made to develop a tentative scope of work which will help participating service providers to develop their technical and financial proposal. The number of SMS may increase depending upon the length of the message or availability of contact details of beneficiaries. Therefore, service providers are suggested to make provision for that variance while preparing financial bid calculations.

4. REQUIRED ACTIVITIES

The activities that Service Providers will have to perform are as follows:

Activity 1: The service provider will have to disseminate messages as indicated in SOW

Activity 2: The service provider will have to share monthly delivery report of messages sent to Policyholder with State Life for bill payments

Activity 3: The service provider will have to share any other report as required by State Life.

5. RESPONSIBILITIES OF SERVICE PROVIDER

Service Provider must meet following requirements:

Operational Requirements:

- i. Service provider will be responsible for dissemination of SMS developed by State Life to Policyholders whose contact details will be provided through Web API
- ii. The selected bidder shall Provide SMS Services One Way
- iii. The selected bidder shall provide Local SMS Service
- iv. Service must have alternate delivery channel for information communication.
- v. The selected bidder will ensure standard customer experience of offered services as per PTA's determination
- vi. Service Provider should have SMS services available to telecom Networks.
- vii. All the messages should be sent via transactional route.
- viii. The Selected bidders seems to have difficulty in SMS services provisioning they may engage the third-party aggregator which have agreement with all the telecom operators
- ix. Service Provider should ensure that messages whose contents exceed standard 160 characters limit should be delivered as a single message on receiver's handset

SMS (One Way) Portal must support:

- i. Multiple integration scenarios – Connection to service provide can be established through Web interface, API and database pooling integration methods at the same time through different types of connections: HTTP & SMPP protocols.

- ii. Advances UI design on frontend Web Panel – management of outbound campaigns backed up with detailed analytics per individual message combined by full stack subscriber base management and customizable UI
- iii. Portal must support multichannel delivery feature – Possibility to broadcast and submit multiple channel messages as well as introduce backup channels of delivery that ensure reach to end-user.
- iv. Encryption – For bigger data protection.
- v. The SMS are generated by making a dynamic query on the database through an ODBC interface
- vi. The information is converted into SMS and stored in SQL Server or MS Access Database or Oracle DB for future usage.
- vii. The SQL/Access/Excel/Oracle database is periodically checked (e.g., every 1 or 2 minutes or less) for outbox messages
- viii. New messages are sent automatically. The platform can also be configured to send event-based messages
- ix. Service provider to use standard HTTP port for sending SMS. For high security
- x. Service provider must also support SSL layer for transferring information.

Other Desired Features:

- i. Service Provider must ensure mechanism in place for dissemination of messages in English as may be required by State Life
- ii. Service provider must ensure dissemination of SMS with at least 11-character masking
- iii. Get delivery or failure reports for each message in excel as well as API
- iv. All possible exceptions have to be handled
- v. Send one SMS to multiple mobile numbers or address-book contacts
- vi. Send SMS messages to user-defined groups of individuals
- vii. Service Provider must ensure availability of team to deal with queries raised by State Life

6. MINIMUM REQUIREMENTS FOR SERVICE LEVEL AGREEMENT:

Successful Service Provider must ensure that:

- i. Monthly platform uptime is > 97.75%
- ii. Planned down time shall be communicated before time via email, mobile and local number provided by State Life.
- iii. Selected bidder will be required to extend the level 1 support through web-portal

iv. 24/7/365 live monitoring of all services

7. BILLING

The service provider would send a monthly bill (as per quoted price) to State Life for the service provided along with cost per SMS till 5th of the next month which would be paid within 15 days of the receipt of the bill.

FIN- 1

SR No	DESCRIPTION	AMOUNT IN PAK RUPEES	TAXES	TOTAL AMOUNT INCLUSIVE OF TAXES IN FIGURES IN PAK RUPEES	TOTAL AMOUNT INCLUSIVE OF TAXES IN WORDS
1	RATES PER SMS				

- TENTATIVE MINIMUM NO OF SMS: (AS INDICATED IN SECTION-III CLAUSE (3))

COVERING LETTER FOR HIRING OF SERVICES OF SERVICE PROVIDER

(On Respondent' s letterhead)

GS Department , 2nd Floor
State Life Building No. 09,
Dr. Zia Ud Din Ahmed Road Karachi
Ph: 021-99204521

Sub: Proposal for Hiring of Services of a Service Provider for Dissemination of SMS to Policyholders

Dear Sir,

1. Having examined the RFP, we / I, the undersigned, offer to submit a proposal for the Hiring of Services for activities to be undertaken under RFP, in full conformity with the said RFP.
2. We / I have read the terms and conditions of RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
3. We / I agree to abide by this proposal, consisting of this letter, technical and financial proposal and all attachments, for a period of 90 days from the date fixed for submission of proposal as stipulated in the RFP.
4. Until the formal agreement is prepared and executed between the parties, this proposal, together with your written acceptance of the proposal and your notification of award, shall constitute a binding agreement between us.
5. We / I hereby declare that all the information and statements made in this proposal are true, correct and acceptable. Any misinterpretation contained in it may lead to our disqualification.
6. We / I understand State Life is not bound to accept any proposal it receive.
7. We / I confirm that our authorized representative has signed all pages of this proposal as acceptance of all conditions of RFP. All documents attached along with our proposals have also been signed by our authorized representative as an attestation of their authenticity. The financial proposal has been prepared separately as desired and duly signed.
8. We / I are submitting herewith a demand draft No. _____ dated _____ in favor of STATE LIFE INSURANCE CORPORATION OF PAKISTAN as earnest money deposit for consideration of our proposals is attached with financial proposal.

9. The letter of authorization by the competent authority is also attached herewith.

10. We / I undertake to engage eligible experts/ skilled workers as per requirements outline in SOW

Dated this [date / month / year]

Authorized Signatory (in full and initials):

Name and title of signatory:

Duly authorized to sign this proposal for and on behalf of [Name of Respondent]

Name & Address of Firm

Affix rubber stamp

Email/Fax No.

Income Tax Certificate

Return Submitted

APPENDIX A
Draft Agreement
Between

State Life Insurance Corporation of Pakistan

And

(Name of [Service Provider])

For

“FOR VARIOUS PHS DIVISION SERVICES”

GOVERNEMENT OF PAKISTAN

Day, Month and Year

AGREEMENT

This Agreement is made on [Date], which shall be deemed effective from (“Effective Date”)

By & between

State Life Insurance Corporation of Pakistan, constituted and established under The Life Insurance (Nationalization) Order (X of 1972), having its Principal office at State Life Building # 9, Dr. Ziauddin Ahmed Road Karachi (hereinafter referred to as the “State Life” which expression, shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interests, administrators and/or assign of the one part);

AND

[Service Provider], having its office at _____ (hereinafter referred to as the “_____” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interests, administrators and/or assign);

WHEREAS:

1. _____ engaged in the business of providing “_____”, and has been qualified and has stood successful through the procurement process by State Life, for “Dissemination of SMS to Sehat Sahulat Program Beneficiaries” hence _____ is willing to provide its services through this agreement by way of terms & conditions prescribed in this agreement.

AND WHEREAS:

2. The **Service Provider** has agreed that it shall provide its services for dissemination of SMS (as indicated in SOW) to Policyholders for awareness, guidance and better service delivery.
3. It will be responsible for:
 - i. Service provider will be responsible for dissemination of SMS developed by State Life to beneficiaries whose contact details will be provided through Web API
 - ii. The selected bidder shall Provide SMS Services One Way
 - iii. The selected bidder shall provide Local SMS Service
 - iv. Service must have alternate delivery channel for information communication.
 - v. The selected bidder will ensure standard customer experience of offered services as per PTA’ s determination

- vi. Service Provider should have SMS services available to telecom Networks.
- vii. All the messages should be sent via transactional route.
- viii. The Selected bidders seems to have difficulty in SMS services provisioning they may engage the third-party aggregator which have agreement with all the telecom operators
- ix. Service Provider should ensure that messages whose contents exceed standard 160 characters limit should be delivered as a single message on receiver' s handset
- x. Multiple integration scenarios - Connection to service provide can be established through Web interface, API and database pooling integration methods at the same time through different types of connections: HTTP & SMPP protocols.
- xi. Advances UI design on frontend Web Panel - management of outbound campaigns backed up with detailed analytics per individual message combined by full stack subscriber base management and customizable UI
- xii. Portal must support multichannel delivery feature - Possibility to broadcast and submit multiple channel messages as well as introduce backup channels of delivery that ensure reach to end-user.
- xiii. Encryption - For bigger data protection.
- xiv. The SMS are generated by making a dynamic query on the database through an ODBC interface
- xv. The information is converted into SMS and stored in SQL Server or MS Access Database or Oracle DB for future usage.
- xvi. The SQL/Access/Excel/Oracle database is periodically checked (e.g., every 1 or 2 minutes or less) for outbox messages
- xvii. New messages are sent automatically. The platform can also be configured to send event-based messages
- xviii. Service provider to use standard HTTP port for sending SMS. For high security
- xix. Service provider must also support SSL layer for transferring information
- xx. Service Provider must ensure mechanism in place for dissemination of messages in Urdu as may be required by State Life
- xxi. Service provider must ensure dissemination of SMS with at least 11-character masking
- xxii. Get delivery or failure reports for each message in excel as well as API
- xxiii. All possible exceptions have to be handled
- xxiv. Send one SMS to multiple mobile numbers or address-book contacts
- xxv. Send SMS messages to user-defined groups of individuals

- xxvi. Service Provider must ensure availability of team to deal with queries raised by State Life.
- xxvii. Monthly platform uptime is > 97.75%
- xxviii. Planned down time shall be communicated before time via email, mobile and local number provided by State Life.
- xxix. Selected bidder will be required to extend the level 1 support through web-portal
- xxx. 24/7/365 live monitoring of all services

4. The commencement of “SMS Campaign” through the [Service Provider] under this agreement shall be effective from _____ to _____ for _____, its performance shall be evaluated based on mutually agreed parameters between the State Life & [Service Provider].

5. Now, therefore, in consideration of the mutual representations and covenants hereinafter set forth and for other good and valuable consideration the adequacy of which is hereby acknowledged by the parties and the mutual benefits to be derived there from, the representations and covenants, conditions and promises contained herein below and intending to be legally bound, the parties agree as follows:

6. DEFINITIONS & INTERPRETATION

a. Definitions

In this Agreement, the following terms shall have the meaning as described below:

- i. “Agreement” shall mean this agreement and all Schedules, supplements, appendices, appendages, proposal document and modifications thereof made in accordance with the terms of this agreement.
- ii. “Applicable Law” means the laws and any other instruments having force of law in the Islamic Republic of Pakistan, as may be issued and in force from time to time;
- iii. “Sehat Sahulat Program Beneficiary (ies)” shall mean eligible members of the Family in the nominated districts, enrolled under “Sehat Sahulat Program” .
- iv. “Corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of any-thing of value to influence improperly the actions of another party.
- v. “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.

- vi. “Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- vii. “Fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- viii. “State Life” shall mean the State Life Insurance Corporation of Pakistan
- ix. “SOW” means Scope of Work
- x. “RFP” Request for Approval
- xi. “API” means Application Programming Interface
- xii. “UI” Means User Interface
- xiii. “Law” includes all Statutes, Enactments, Acts of Legislature, Laws, Ordinances, Rules, Bye Laws, Clauses, Regulations, Notifications, Guidelines, Policies, and orders of any Statutory Authority or Court of Islamic Republic of Pakistan.

b. Interpretation

Except where the context requires otherwise, this Agreement shall be interpreted as follows:

- i. Any grammatical form of a defined term herein shall have the same meaning as that of such term.
- ii. Words in singular include the plural, and vice versa, and words importing any gender include every genders.
- iii. References to persons include individuals, proprietorships, organizations, partnerships, companies, corporations, unincorporated associations, government authorities, agencies and trusts (in each case, whether or not having separate legal personality).
- iv. Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- v. The term “including” shall always mean “including, without limitation”, for purposes of this Agreement.
- vi. The term “herein”, “hereof”, “hereinafter”, “hereto”, “hereunder” and words of similar import refer to this Agreement as a whole.
- vii. Headings are used for convenience only and shall not affect the interpretation of this Agreement.
- viii. Reference to Articles and Annexure are to articles and annexure to this Agreement.
- ix. Other capitalized expressions used in this agreement shall have the meanings respectively assigned to them elsewhere in this agreement.

- x. Annexure(s) form part of this Agreement shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Annexure(s).

7. AREA OF OPERATION

[Service Provider] after standing successful in the bidding process for “Hiring of Services of [Service Provider] for dissemination of SMS to Policyholders would disseminate an estimated number of messages as indicated in SOW of RFP. The [Service Provider] will also share monthly report of SMS delivery and any information required by State Life.

8. PERIOD OF AGREEMENT

The agreement shall come into force and effect on the date of STATE LIFE’ s notice to the [Service Provider] instructing the [Service Provider] to begin carrying out the Services. The period of agreement shall be 01 **Year** and further extendable for a period of Two years with mutual consent of both parties.

9. Relationship Between the Parties

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the ‘State Life’ and ‘respondent’ . The respondent subject to this agreement for hiring of services has complete charge of personnel and sub-respondent, if any, performing the services under the project. The respondents shall be fully responsible for the services performed by them or on their behalf hereunder as also for any liabilities arising out of their performance of services under this assignment.

10. GOOD FAITH

The Parties undertake to act in good faith with respect to each other’ s rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

11. Standards of Performance

The respondent shall perform the services and carry out their obligations under the agreement with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The respondent shall always act in respect of any matter relating to this agreement faithfully to State Life. The Respondent shall always support and safeguard the legitimate interests of State Life, in any dealings with a third party. The Respondent shall abide by all the provisions

/ acts / rules prevalent in the country. The Respondent shall conform to the standards laid down in this RFP in totality.

12. Delivery and Documents

As per the time schedule agreed between the parties for the work given to the hired Respondents, the Respondent shall submit all the deliverables on due date as per the delivery schedule. The Respondent shall not without the prior written consent of State Life disclose the data, software, contract, drawings, specifications, plan, pattern, samples, to any person other than an entity employed by State Life for the performance of the agreement. In case of termination of the agreement all the documents used by Respondent in the execution of project shall become property of State Life.

13. Respondent Personnel

The Respondent shall employ and provide such qualified and experienced personnel as may be required to perform the services under the specific project assigned by State Life and as has been stipulated in the RFP.

The Respondent shall not change personnel as indicated by them in their proposal / agreement without the permission of State Life. In case of emergent and unavoidable circumstances, the replacement provided by the respondent should be equally competent and eligible as the outgoing personnel.

14. Applicable Law

Applicable Law means the laws and any other instruments having the force of law in Islamic Republic of Pakistan as they may be issued and be in force from time to time. The agreement shall be interpreted in accordance with the laws of the Federal Government & Provincial Government.

15. Governing Language

The agreement shall be written in English Language. English version of the agreement shall govern its interpretation.

16. Sub Contracts

The Respondent shall take prior permission of State Life in writing for all sub contracts awarded for execution of the Project, if not already specified in the proposal. Such notification in his original proposal or later, shall not relieve the Respondent from any liability or obligation under the Contract.

17. Assignments

The Respondent shall not assign the project to any other agency, in whole or in part, to perform its obligation under the agreement, without the prior written consent of State Life. Such consent shall however not relieve the Respondent from any liability or obligation under the agreement.

18. Role of [Service Provider]

Unless stated otherwise, the role of [Service Provider] would be in accordance with **Section III “Scope of Work”** of RFP.

19. PAYMENT

Payment shall be strictly based on the numbers of successful SMS sent to Policyholders in a month. All Payments shall be made in Pakistani rupees only and in form of banker’s cheque in favor of the [Service Provider] within fifteen (15) days of receipt of successful monthly SMS delivery report

20. PAYMENT MODE

All Payments shall be made in Pak Rupees only and in the form of Cheque in favor of the [Service Provider].

21. PERFORMANCE ASSESSMENT

State Life will evaluate the work of [Service Provider] and assesses the progress and achievement of [Service Provider] against the deliverables specified in the **Scope of Work (Section III) Clause 4** of the RFP of the assignment.

22. LIQUIDATED DAMAGES

If any of the services performed by the Respondent fail to conform to the specifications of the assignment or in the event of the failure of the assignment due to indifferent, non-supportive attitude of the Respondent and State Life decides to abort the agreement because of such failure, then a sum up to 50% of the value of the agreement shall be recovered as liquidated damages from the Respondent. Besides, all the payments already done for such service shall also be recovered. This shall be without prejudice to other remedies available under this RFP to State Life.

23. SUSPENSION

State Life may, by written notice to Respondent, suspend all payments to the Respondent hereunder if the Respondent fails to perform any of its obligations under this assignment including the carrying out of the services.

24. DISPUTE RESOLUTION AND GRIEVANCE REDRESSAL

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or its interpretation. Nonetheless:

- i. In case, no settlement can be reached within thirty (30) working days after receipt by one Party of the other Party's request for such amicable settlement, it may be submitted by either Party for settlement in accordance with the provisions of the, Arbitration Act, 1940 (Act No. X of 1940) and of the Rules made there-under and any statutory modifications thereto, with or without intervention of the court at Karachi.
- ii. Services under the agreement shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the Government shall be withheld on account of such proceedings.
- iii. The proceedings of arbitration shall be conducted in the English language.
- iv. The arbitration shall be held in Karachi, Sindh.

25. TAXES AND DUTIES

The Respondent shall fully familiarize themselves about the applicable domestic taxes (such as VAT, Sales Tax, Service Tax, Income Tax, duties, fees, levies etc.) on agreement amount payable by State Life under the agreement. The Respondent, sub-Respondent and personnel shall pay such domestic tax, duties, fees, other impositions and taxes (Federal or Provincial) wherever applicable levied under the applicable law.

26. LEGAL JURISDICTION

All legal disputes between the parties shall be subject to the jurisdiction of the Courts in which the Principal Office of State Life lies.

27. REPORTS

The [Service Provider] during the course of operations under the contract would provide various reports in a format and regularity to be mutually agreed.

28. ASSIGNMENT

Neither party shall be entitled to assign its rights and/or obligations under this Agreement. Subject to the foregoing, this Agreement shall be fully binding upon and be enforceable by the parties hereto and the respective successors and permitted assigns.

29. ENTIRE AGREEMENT

This Agreement entered into between the [Service Provider] and the State Life, along with the Annexures, Request for proposal Document and the proposal submitted by

[Service Provider] in response to the RFP, represents the entire agreement between the parties.

30. RELATIONSHIP

The Parties to this Agreement are independent entities. Neither Party is an agent, representative, or partner of the other Party. Neither party shall have any right, power or authority to enter into any agreement or memorandum of understanding for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, collaboration, or partnership between the parties or to impose any liability attributable to such relationship upon either party.

At all times, [Service Provider] shall act with appropriate propriety and discretion and in particular shall refrain from making any public statement concerning the Project or the Services without the prior approval of State Life, and shall refrain from engaging in any political activity.

Except with the written consent of the State Life, [Service Provider] shall not divulge to any person nor use for own purposes, any information relating to the Services, the Project or the Government, including information in respect of rates and conditions of engagement

31. VARIATION

No variation of this Agreement shall be binding on either party unless, and to the extent that such variation is recorded in a written document executed by both Parties, but where any such document exists and is so signed neither party shall allege that such document is not binding by virtue of an absence of consideration.

32. SEVERABILITY

If any provision of this agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable [or indications to that effect are received by either of the parties from any competent authority] the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the State Life, it may be severed from this agreement or the remaining provisions of this agreement shall remain in full force and effect unless the State Life in its discretion decides that the effect of such declaration is to defeat the original intention of the parties in which event the State Life shall be entitled to terminate this agreement by providing notice pursuant to provisions of clause 35.

33. DELEGATION

The **[Service Provider]** shall not delegate any duties or obligations arising under this agreement otherwise than may be expressly permitted by the State Life.

34. INTELLECTUAL PROPERTY

"Intellectual Property Rights" means any and all patents, trademarks, rights in designs, get-up, trade, business or domain names, copyrights, future copyrights, patents, rights in data-bases, topography rights (whether registered or not and any applications to register or rights to apply for registration of any of the foregoing), rights in inventions, know-how, trade secrets and other confidential information and all other intellectual property rights of a similar or corresponding nature which may now or in the future subsist in any part of the world.

"Materials" means all drawings, documents, designs, transparencies, photos, graphics, logos, typographical arrangements, software and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the **[Service Provider]** in connection with the provision of the Services.

All the Intellectual Property Rights in the Materials shall be (from the outset) vested mutually in State Life & **[Service Provider]** during the currency of the agreement. The State Life & **[Service Provider]** shall be jointly assigned with full title guarantee all Intellectual Property Rights in the Materials for the remainder of the term during which the said rights and any renewals or ex-tensions thereof shall subsist including the right to sue for past infringements and retain any damages obtained as a result of such action.

Notwithstanding, the forgoing provision, **[Service Provider]** at their own expense defend, indemnify and hold State Life harmless against any and all loss, claims, actions, damages, liabilities, costs and expenses including legal expenses incurred or suffered by it whether direct or con-sequential arising out of any dispute or contractual, tortuous or other claims or proceedings brought by any third party alleging infringement of its Intellectual Property Rights in the Materials or State Life's use or possession of the Intellectual Property Rights in the Materials.

35. Termination of Agreement

Under this agreement, State Life may, by seven days before terminate the services of the Respondent in the following ways:

- a. If the **[Service Provider]** fails to provide any or all of the services for which it has been contracted within the period (s) specified in the agreement, or within any extension thereof if granted by State Life as the case may be, pursuant to condition of agreement, or

- b. If the [Service Provider] fails to perform any other obligation (s) under the agreement
- c. If the [Service Provider] in the judgment of State Life has engaged in corrupt or fraudulent practices in competing for or in executing the agreement
- d. If the [Service Provider] found to be involved in or associated with any unethical/illegal or unlawful activities, the Agreement will be summarily suspended by State Life without any advance notice and thereafter may terminate the agreement after giving a show cause notice and considering its reply, if any, received within 5 days of the receipt of show cause notice.

In case of any violation of the provisions of the Agreement by the [Service Provider] such as (but not limited to), refusal of service, refusal of facilities to eligible Policyholders and direct charging from the Policyholders.

36. Notice

Any notice, request or consent required or permitted to be given or made pursuant to this agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Agreement or specific conditions mentioned in the RFP are met with regard to delivery of such notice, request or consent

In witnesses whereof, the Parties have affixed their respective hands hereunto on the day, month and year first above through their duly authorized representatives.

For and on behalf of State Life
Service Provider

For and on behalf of the

Name:
Designation:
Signature: -----

Name:
Designation:
Signature: -----

WITNESS NO.1

WITNESS NO.2

Name:
Designation:
CNIC No:

Name:
Designation:
CNIC No:

Signature: -----

Signature No: -----