

**REQUEST FOR PROPOSAL
FOR HIRING SERVICES OF A
SERVICE PROVIDER
FOR**

**DISSEMINATION OF TRANSACTIONAL SMS WITH
MASKING TO CLIENTS FROM SOCIAL AND
CORPORATE SECTOR**

STATE LIFE INSURANCE CORPORATION OF PAKISTAN

Name of the Respondent: _____

Address for Correspondence: _____

Telephone No:

Fax No:

Email:

State Life Insurance Corporation of Pakistan, Health & Accidental
Insurance (H&AI) Regional Office, 3rd Floor, State Life Tower,
Jinnah Avenue, Islamabad
Regional Procurement Department (RPD)
Contact No: 051-9216344



SECTION I: INVITATION FOR PROPOSAL

1. State Life Insurance Corporation of Pakistan intends to hire the services of a reputed Service Provider for subject procurement
2. State Life Insurance Corporation (hereinafter referred to as "the Purchaser") is seeking proposals as per Single Stage Two Envelope Procedure as per PPRA Rules 2004 from Services Providers (hereinafter referred as "the Contractor") registered with the Sales Tax and Income Tax departments
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. All proposals must be valid for **Ninety (90)** days and any bid shorter than subject bid validity will be declared as conditional and will be declared as non-responsive

5. Tender Schedule

A	Bid Submission Timeline Through EPADs	26/08/2025 @ 03:00 PM
B	Bid Opening Timeline	26/08/2025 @03:30 PM
C	Clarification Timeline	25/08/2025 UPTO 05:00 PM

5. Address for submission of Hard Copy of Bid Security amounting to **PKR.450,000/-** in favor of "**SLIC H&AI PREMIUM COLLECTION ACCOUNT**" in the form of pay order/ demand draft and any other document if needed:

"Office of Regional Procurement Department (RPD), Health and Accidental Insurance (H&AI) Regional Office, 3rd Floor, State Life Tower, Jinnah Avenue, Islamabad"
Contact No: 051-9216344

Email for clarity and information:

masabslic@gmail.com ; mwaqas.slic09@gmail.com



SECTION II: 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 Service of a service provider for dissemination of Transactional Short Message Service (SMS) with masking to Clients from Social and Corporate Sector"** through EPADs.
- b) "State Life" means State Life Insurance Corporation of Pakistan.
- c) "Procuring Agency" means Health and Accidental Insurance (H&AI), Regional Office, Islamabad
- d) "Clients" refer to population and corporate sector individuals getting services under Corporate and Social Health Insurance Programs
- e) "Competent Authority" means the CEO State Life
- f) "RFP" means Request for Proposal
- g) "Committee" means committee constituted by State Life for evaluation of proposal
- h) "SMS" means Short Message Service
- i) "Government" means the Government of Pakistan
- j) "Service Provider /Firm/Respondent" means any entity that has placed an offer/ proposal for performance of services sought in this RFP
- k) "PPRA Rules" Public Procurement Rules 2004
- l) "SOW" means Scope of Work
- m) "UI" means User Interface
- n) "API" means Application Programming Interface
- o) "HTTP" means Hyper Text Transfer Protocol
- p) "SSL" means Secure Sockets Layer
- q) "EPADs" stands for E-Pak Acquisition and Disposal System
- r) "PTA" stands for Pakistan Telecommunication Authority

2. INTRODUCTION

State Life is undertaking Sehat Sahulat Program for provision of indoor medical services to the population in social sector. State Life



has also launched Corporate Health Insurance initiative and different products are being offered both in Public and Private Sector

In order to improve the efficiency and real time complaint redressal, state life intends to initiate SMS campaign for clients. The primary task of the selected firm would be to ensure successful and timely delivery of transactional SMS with masking to the clients

3. VALIDITY OF PROPOSALS

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

4. 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.

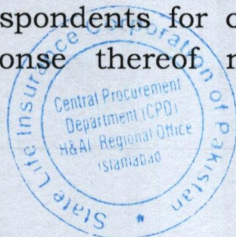
5. FRAUD AND CORRUPTION

State Life requires that respondent hired through this RFP must observe the highest standards of ethics. Further in case any bidder is found indulged in Corrupt and Fraudulent practice as defined under definition section in PPRA Rules than necessary action as per PPRA Rule-19 (A) will be taken

6. 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 in writing and response thereof must also be in writing. The



Respondents are required to respond within the time frame prescribed by State Life.

In case a vendor fails to respond to clarification in stipulated time then vendor will be simply disqualified from further proceedings without any notice

6.2. AMENDMENTS IN RFP

At any time prior to deadline for submission of proposal, State Life may for any reason, modify the RFP and revised documents will be advertised in the form of addendum in a manner similar to advertised earlier

7. 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 transactional SMS to clients. The responses received pursuant to this RFP will be evaluated as per the criteria specified in this document and the most advantageous bidder 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 on EPADs and any proposal or part of proposal received after the Bid Submission timeline shall be returned unopened and bid wouldn't be considered as part of formal procurement process. No amendment to the technical or financial proposal after submission on EPADs.

At first the technical proposals will be opened and evaluated in conformity with the provisions of the RFP. 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 upload Technical Evaluation Report as per PPRA Rule-35 on EPADs, State Life and PPRA Website

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



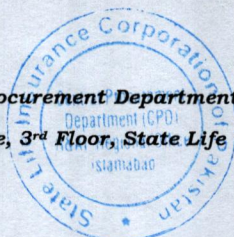
Subject to scrutiny of Financial Proposal, the Final Evaluation Report will be published on EPADs, PPRA and State Life Website and after completion of necessary timeline, an agreement with most advantageous bidder will be signed (Copy of Draft Agreement is enclosed herewith). The said agreement will be negotiated with the most advantageous bidder and mutually agreed agreement will be signed thereof

8. MANDATORY CRITERIA

Eligible Service Provider/Respondent must fulfill following criteria:

- i. All Proposals must be furnished on EPADs and proposal submitted by any mode other than EPADs won't be accepted
- ii. Must have relevant business experience of at-least Five Years (5) years
- iii. 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;
- 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);
The said affidavit must be uploaded on EPADs along with technical proposal as scanned copy. Further hard copy of the said affidavit must be furnished along with hard copy of Bid Security well before Bid Submission Timeline at the address appended at Serial No vi below
- v. Bidder must be registered with relevant Regulatory Authority i.e. PTA
- vi. Bid Security amounting to **PKR 450,000/-** in the form of Pay order/ Bank Draft in favor of "SLIC H&AI PREMIUM COLLECTION ACCOUNT" must be submitted as scanned copy with technical proposal on EPADs and hard copy must reach to the office of undersigned well before Bid Submission Timeline:

"Office of Regional Procurement Department (RPD), Health and Accidental Insurance (H&AI), Regional Office, 3rd Floor, State Life Tower, Jinnah Avenue, Islamabad"



- vii.** Vendor must furnish verifiable proofs regarding provision of SMS Service to Corporate Clients i.e. Minimum of **100,000** SMS per month. In this clause verifiable proof means a Work Order, Purchase Order etc.
- viii.** 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 will cause disqualification of the bidder for any further process. All bidders must provide a checklist format compliance of the eligibility criteria above

9. 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 document or any other associated document after the Bid Submission deadline
- ii. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements
- iii. Submitted a proposal that is not accompanied by required documentation
- iv. Failed to provide clarifications related thereto, when sought
- v. Submitted a proposal with price adjustment / variation provision
- vi. Required documentation not affixed with Technical and Financial Proposal
- vii. Any violation/missing information as required in Clause-08 above
- viii. Any violation of PPRA Rules-2004

10. 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 will 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

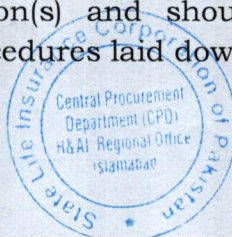
If the Respondents find in the RFP documents - especially in the selection procedure and evaluation criteria – any ambiguity, omission or internal contradiction, or any feature that is unclear or that appears discriminatory or restrictive, they should seek clarification from State Life well in advance through an official email or EPADs. Email for clarification can be sent on email addresses as mentioned in tender notice. 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 is furnished on EPADs.

11. 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 any mean other than EPADs will be declared as non-responsive and will be rejected
- 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. All proposals must be furnished as per Single Stage Two Envelop Procedure

12. LIST OF DOCUMENTS SUBMITTED AS PART OF PROPOSAL

12.1. TECHNICAL PROPOSAL

- i. Cover letter on respondent's official letter (format is attached as Annex-A)
- ii. Verifiable information of number of clients served on official letterhead duly signed and stamped
- iii. Provide details of similar project completed with minimum volume of yearly 1.0 crore SMS executed in last Five Years
- iv. Audited Financial Statement of last two years i.e. Fiscal year from **July 01, 2023** to **June 30,2025** from ICAP Certified firm
- v. Information/Certificate of showing Number of employees and experience details
- vi. All relevant proofs as requested in Mandatory Criteria--- Clause-8

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

12.2. FINANCIAL PROPOSAL

- i. The financial proposal must be as per format placed at FIN-1 and in case proposal is not as per attached format it will be declared as non-responsive
- ii. All rates will be quoted in Pakistan Rupee (rounded to the rupee amount).
- iii. The financial proposals should include **cost per SMS** inclusive of all types of costs / taxes/ levies/ fees/ payments. Further the rates per SMS will remain fixed for a period of **two (2) years**
- iv. Bidder must consider that no request regarding revision of rate per SMS will be entertained during the said period i.e. Two (2) years from the date of signing of agreement
- v. Upon expiry of two (2) years term the rate per SMS may be revised as per prevailing market subject to submission of a formal request by vendor atleast two (2) months prior to expiry of agreement. The said revision is however not binding upon State Life



- vi. 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.
- vii. In case of ambiguity on financial proposal being quoted in words, the proposal will be rejected. The respondent should exercise due caution in preparing the financial proposals.

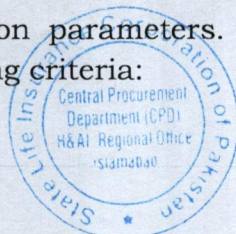
13. EVALUATION OF PROPOSALS

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 Technical Evaluation Report will be published as per PPRA Rule-35 on EPADs, PPRA and State Life Website. After uploading of Technical Evaluation Report, technically responsive bidders will be intimated through EPADs and other means of correspondence about opening of Financial Proposal
- iii. Bidders who are not found technically responsive will also be intimated via letter regarding the overall status and they will be required to collect Bid Security furnished without opening their financial proposal
- iv. The committee would undertake the financial evaluation of proposals of bidder/bidders found technically responsive and in case any clarity is required it will be taken in writing and after detailed evaluation, Final Evaluation Report as per PPRA Rules will be published on EPADs, PPRA and State Life Website

14. EVALUATION OF TECHNICAL PROPOSAL

The committee will evaluate the technical proposals on the basis of given qualification parameters. The technical scoring will be done as per following criteria:



Sr. No	Requirements	Points
1.	Overall Experience	
a.	5 Years	20
b.	5+ Years	30
2.	No of SMS Projects Completed in Last Five (5) Years with minimum Yearly Volume of One (1) Crore SMS	
a.	1 SMS Projects	10
b.	1+ SMS Projects	20
3.	Annual Turn Over as on June 30, 2025	
a.	10 Million	10
b.	10+ Million	20
4.	Solution and Product Features	
a.	API Delivery and tracking and SMS resend logic	05
b.	Integration-ready via secured RESTFULL API	05
c.	SMS masking with multiple sender IDs	05
d.	End to End Encryption	05
e.	Real Time dashboard (Dynamic) with reporting features	05
f.	Multilingual Support	05
	Total points	100

Minimum Qualifying Marks = 60 Marks

- 50 % marks in each category is mandatory for Serial No. 01 to Serial No.03
- For Serial No. 4 (a to f) there will be absolute scoring

15. EVALUATION OF FINANCIAL PROPOSAL

Evaluation of the financial proposals of technically responsive bidders will be carried out as per following procedure:

Step 1: 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 most advantageous bidder will have to sign an agreement (**enclosed as Appendix-A**) for the provision of services as required by this RFP within 21 days of issuance of Final Evaluation Report.



16. BID SECURITY DEPOSIT

Bid Security amounting to **PKR 450,000/-** must be furnished by the respondent in shape of Demand Draft/Pay order in favor of "SLIC H&AI PREMIUM COLLECTION ACCOUNT" as scanned copy along with technical proposal on EPADs.

Bid Security must also be submitted in hard copy well before Bid Submission Timeline at following address:

"Office of Regional Procurement Department (RPD), Health and Accidental Insurance (H&AI), 3rd Floor, State Life Tower, Jinnah Avenue, Islamabad"

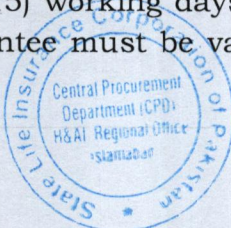
It is entirely bidders' responsibility to ensure timely submission of Bid Security in hard copy without any liability to State Life. If a bidder fails to submit Bid Security before Bid Submission Timeline his/her proposal will be rejected no matter if it is uploaded on EPADs.

16.1. RELEASE OF BID SECURITY

- A.** Bid Security of bidders who aren't most advantageous will be released subject to completion of formal procurement proceedings i.e. conclusion of timeline post final evaluation report uploading on EPADs, PPRA and State Life Website as per PPRA Rules
- B.** Bid Security of Technically Non-Responsive Bidder will be released subject to completion of timeline post uploading of Technical Evaluation Report on PPRA Website, EPADs and SLIC Website. Vendor will have to furnish a proper request duly signed and stamped addressed to Regional Procurement Department (RPD)
- C.** Bid Security of the most advantageous bidder will be returned after submission of Bank Guarantee as per Clause-16. A formal request must be furnished duly signed and stamped and addressed to Regional Procurement Department (RPD)

17. BANK GUARANTEE

The most advantageous bidder will be required to furnish a Bank Guarantee amounting to **5%** of the quoted cost (Lump Sum Annual Cost) within Fifteen (15) working days of issuance of the work order. The said Bank Guarantee must be valid for **two (2)** years i.e. formal



signing of agreement and commencement of services. Format for Bank Guarantee is enclosed at Annex-C

In case of non-submission of the Bank Guarantee, Bid Security furnished as per Clause-15 will be forfeited and Work Award will be cancelled. Further necessary action as per PPRA Rule-19 will be initiated

17.1. RELEASE OF BANK GUARANTEE:

Bank Guarantee will be released subject to satisfactory performance and report by concerned subject matter expert (SME) upon expiry of two (2) years period

In case the agreement is extended for one (1) more year than vendor will be required to furnish a fresh bank guarantee amounting to 5% of revised yearly financial impact with validity of one year

17.2. CONFISCATION OF BANK GUARANTEE:

- a. In case a bidder denies provision of services as required, then Bank Guarantee will be confiscated without any notice and necessary proceedings as per PPRA Rule-19 will be initiated
- b. We may conduct an inspection or an audit exercise to check whether the services provided as part of the subject procurement are as per requirements and in accordance with vendors' proposal.
If it is observed that vendors' overall approach is in contravention of any clause of this RFP and subsequent requirements or a vendor is not executing the assignment as per his/her proposal then Bank Guarantee will be confiscated and the prevailing contract will be cancelled and necessary proceedings as per PPRA Rule-19 will be initiated
- c. If during the course of execution of the subject assignment it is observed that the services remain dysfunctional on routine basis then Bank Guarantee will be confiscated and Work Award will be cancelled along with initiation of necessary proceedings as per PPRA Rule-19
- d. If it is established that vendor is indulged in any activity as stated under Section-05 then Bank Guarantee will be confiscated in addition to relevant legal action as per subject clause-05



18. PENALTY:

Vendor is expected to remain professional and exercise highest standards of professionalism. In case a vendor doesn't performs as per requirements than following penalties will be imposed:

- i. If the most advantageous bidder doesn't comply with stipulated timeline then we reserve the right to impose a penalty amounting to **0.1%** for each day of delay which will be adjusted from monthly Invoice
- ii. If the services required as part of subject procurement remain dysfunctional for a period above three (3) hours then vendor will be given a notice in writing to clarify his/her position and vendor is bound to respond in two (2) hours of receipt of the complaint
- iii. If vendor fails to response within the stipulated timeline as per Clause-17 (ii) above or fails to provide a valid justification than penalty amounting to **0.5%** for each hour for service inactiveness will be charged and same will be adjusted from monthly invoice

19. 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.

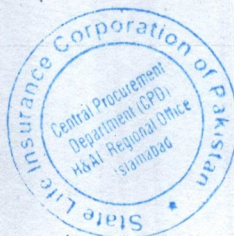
Bidder understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause State Life irreparable harm, may leave STATE LIFE with no adequate remedy at law and State Life is entitled to seek to injunctive relief.

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.

20. 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 will apply for failure to protect information appropriately.



21. PERIOD OF SERVICE

Period of service will be two (2) years from the date of signing of agreement between State Life and Service Provider with per SMS Rate fixed for the said period

The agreement can be extended on same terms and conditions as agreed with a provision for escalation in Per SMS Rate depending upon market condition, work done satisfactory and requirement for a period of one (1) year as per PPRA Rules

Vendor is required to furnish a formal request for revision of Per SMS Rate atleast two months prior to expiry of prevailing agreement. State Life will analyze the request and will make decision accordingly

Revision of per SMS rate is discretion of State Life and in case State Life decides to overturn the request then we will resort to fresh tendering. In case the request is approved than a formal letter will be issued on the subject matter as per mutually agreed Per SMS Rate

In case State Life decides to resort to fresh tendering, we will make every possible effort to complete the procurement process before the expiry of the agreement however if due to any reason the procurement process doesn't get matured then vendor is bound to ensure provision of services as per same terms and conditions and at the same rate till the maturity of procurement process



Section III: Scope of Work

1. BACKGROUND

State Life Health Insurance is implementing Sehat Sahulat Program coverage to almost entire population all over Pakistan. As part of this program the patients are taking inpatient health services all over Pakistan.

State Life has also launched Corporate Health Insurance Program and different products are being offered to both Public and Private sector

In order to improve the quality of service, effective complaint redressal & awareness, State Life is seeking services of a service provider to disseminate SMS with masking to clients. Further each client on discharge will be given information not limited to about the utilization of services, remaining balance and list of empaneled hospitals via SMS.

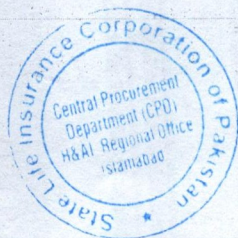
2. GOAL

To Provide awareness, guidance, Information and for effective Complaint redressal to the clients

3. TENTATIVE DETAIL OF MESSAGES TO BE DISSEMINATED:

State life requires the services of a service provider to disseminate transactional SMS 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	200,000/-
2.	Tentative Minimum Number of Messages to be disseminated per year	2,400,000/-



Note:

- a. These calculations are made to develop a tentative scope of work which will help participating service providers to develop their technical and financial proposal.
- b. The number of SMS may increase/decrease depending upon the length of the message or availability of contact details of clients. Therefore, service providers are suggested to make provision for that variance while preparing financial bid calculations.
- c. The above cited minimum number of SMS are carefully calculated based upon analysis however under certain circumstances actual SMS count may fall below the above count

4. REQUIRED ACTIVITIES

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

Activity 1: The Service Provider is required to provide a fully functional solution i.e. a turn key solution. All coordination with PTA for whitelisting, masking etc is the responsibility of Service Provider without any liability to State Life in terms of cost, coordination etc

Activity 2: The service provider will have to disseminate messages as indicated in Scope of work and further as and when required by the client

Activity 3: The service provider will have to provide a dashboard wherein status of all activities is presented to H&AI with proper reporting mechanism

Activity 4: The service provider will have to share any other report as required by H&AI Regional Office, Islamabad, State Life.

Activity 5: The service provider must develop a **24/7** fully automated monitoring mechanism. Further a proper alert system with following features should be in place

1. Number of SMS Allocated
2. Number of SMS Utilized
3. Number of SMS in balance

The said system must update on daily basis

Activity 6: Facilitation in terms of any inspection, monitoring and system audit exercise

Activity 7: In time SMS delivery on all telecom networks



Activity 8: Timely intimation about service disruption if any with proper service up time atleast 24 hours prior to such occurrence. Planned down time must be communicated before time via email, mobile and local number provided by State Life.

Activity 9: Nomination of dedicated focal person for subject assignment on official letter head duly signed and stamped

5. RESPONSIBILITIES OF SERVICE PROVIDER

Service Provider must meet following requirements:

5.1. OPERATIONAL REQUIREMENTS:

- 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 (*Restful 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 all telecom Networks
- vii. All the messages should be sent via **transactional** route and most advantageous bidder will have to furnish an undertaking on stamp paper of worth atleast PKR. 50 on subject matter
- viii. Service Provider should ensure that messages whose contents exceed standard 160 characters' limit should be delivered as a single message on receiver's handset
- ix. 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
- x. 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
- xi. Delivery of Transactional SMS to recipient must be ensured and guaranteed
- xii. Instant delivery of SMS on all networks as per standards set by PTA must be ensured and guaranteed

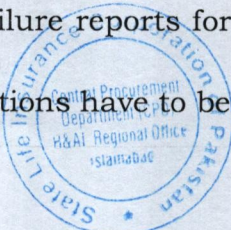


5.2. SMS (ONE WAY) PORTAL MUST SUPPORT:

- 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.
- xi. SLA for data retention, masking, privacy and audit log
- xii. PTA compliance i.e. DND Filtering, Content Filtering
- xiii. Incorporating preferably TLS 1.2, Https 2, AES 256
- xiv. Service Provider shall ensure reasonable time not greater than 90 seconds to retrieve any web-based data

5.3. OTHER DESIRED FEATURES:

- i. Service Provider must ensure mechanism in place for dissemination of messages in Urdu and Uni-Code 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
- viii. Service provider must provide a proper SMS portal with multiple user support i.e. minimum number of supported users to be supported at a time is 6
- ix. Service provider must ensure an automated mechanism for SMS bucket renewal before bucket expiry
- x. Confirmation/Response to delivery shall be notified to API within reasonable time i.e. less than 10 seconds

5.4. SUPPORT & VALUE-ADDED FEATURES

- i. 24/7 technical support with escalation matrix
- ii. Real Time delivery analytics (Latency, Delivery Rates and failures)

6. MINIMUM REQUIREMENTS FOR SERVICE LEVEL AGREEMENT:

Following are minimum requirements:

- i. Monthly platform uptime is > 97.75%
- ii. Selected bidder will be required to extend the level 1 support through web-portal
- iii. 24/7/365 live monitoring of all services

All above requirements under Clause-5 and Clause-06 above must be furnished as undertaking on a stamp paper of worth atleast PKR. 100 with technical proposal on EPADs and non-submission will result in rejection of proposal

7. PERFORMANCE MONITORING

State Life will ensure continuous monitoring during the course of the subject assignment. State Life will conduct both unannounced and announced monitoring exercises

During the course of execution, State Life will check compliance with requirements and in case any anomalies are observed vendor will be communicated to rectify the said anomalies. Vendor is bound to



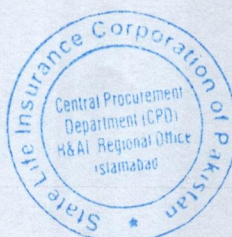
resolve pointed issues and submit a report within **fifteen (15) days** of receipt of formal letter. In case a vendor fails to resolve the issue than necessary penalty will be imposed as per Clause-17

8. BILLING/INVOICING

- A.** All invoicing must be in PKR
- B.** Rate per SMS must be as per approved flat rate per SMS without any rounding off etc
- C.** Bill must be as per following formula

No of SMS Delivered Successfully * Rate per SMS

- D.** Invoice must be submitted on monthly basis preferably by 5th of every month both on email and in hard copy
- E.** Invoice must be furnished along with Bank Details, Tax records and SMS executed report from portal
- F.** Invoice will be subject to work done satisfactory
- G.** Invoice will be subject to deductions if any as per Clause-17
- H.** Invoice will be cleared within thirty days



FIN- 1: FINANCIAL PROPOSAL

Sr No	DESCRIPTION	A ESTIMATED MINIMUM NUMBER OF SMS IN A MONTH	PER SMS RATE EXCLUDING TAX	APPLICABLE TAX	B PER SMS RATE WITH TAX	TOTAL MONTHLY FINANCIAL IMPACT IN PKR C=A*B
1	PER SMS RATE IN PKR	200,000				
TOTAL FINANCIAL IMPACT PER ANNUM IN PKR (D=C*12) IN FIGURES						
TOTAL FINANCIAL IMPACT PER ANNUM IN PKR (D=C*12) IN WORDS						

- ALL ENTRIES MUST BE FILLED
- CUTTING/OVERWRITING ISN'T ALLOWED
- PER SMS RATE WILL REMAIN FIX FOR TWO YEARS
- QUOTED COST MUST BE INCLUSIVE OF ALL APPLICABLE TAXES AND OTHER CHARGES IF ANY
- VENDOR MUST QUOTE A FLAT PER SMS RATE WITH ROUNDING OFF MAXIMUM UP TO TWO DECIMAL
- VENDOR MUST ENSURE THAT CALCULATIONS ARE PROPERLY DONE WITHOUT ANY ERROR. IN CASE ANY CALCULATION MISTAKE IS FOUND, WE WILL PROCEED AS PER ACTUAL CALCULATIONS



ANNEX-A:

COVERING LETTER FOR HIRING OF SERVICES OF SERVICE PROVIDER

(On Respondent's letterhead)

Date: _____

Proposal Reference No. xx/2025

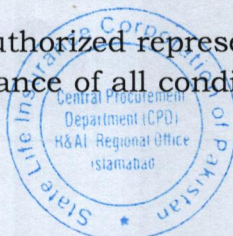
**Departmental Head HR & Admin/
Incharge RPD**

State Life Insurance Corporation of Pakistan,
Health & Accident Insurance Regional Office, 3rd Floor, State Life Tower,
Jinnah Avenue, Islamabad
Contact No: 051-9216344

**SUBJECT: DISSEMINATION OF TRANSACTIONAL SMS WITH MASKING
to CLIENT FROM SOCIAL AND CORPORATE CLIENTS**

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 am submitting herewith a demand draft No. _____ dated _____ in favor of STATE LIFE INSURANCE CORPORATION OF PAKISTAN as Bid Security Deposit for consideration of our proposals is attached as scanned copy with technical proposal on EPADs and also furnished in hard copy to Regional Procurement Department
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



ANNEX-B
Draft Agreement

Between

State Life Insurance Corporation of Pakistan

And

(Name of **[Service Provider]**)

For

“DISSEMINATION OF TRANSACTIONAL SMS WITH MASKING TO CLIENTS
FROM SOCIAL AND CORPORATE SECTOR

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 Transactional SMS with Masking to clients from corporate and social sector" 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 Sehat Sahulat Program Beneficiaries for awareness, guidance and better service delivery.
3. The RFP Document enclosed at Annex-A is made of part of this agreement.
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:

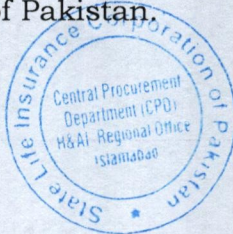
6. DEFINITIONS & INTERPRETATION

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. "Clients" refer to population and corporate sector individuals getting services under Corporate and Social Health Insurance Programs
- iii. "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.
- iv. "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.
- v. "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.
- vi. "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.
- vii. "State Life" shall mean the State Life Insurance Corporation of Pakistan
- viii. "Clients" refer to population and corporate sector individuals getting services under Corporate and Social Health Insurance Programs
- 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:

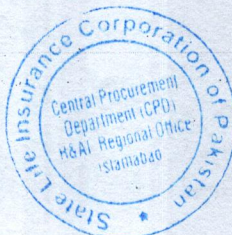
- i. Any grammatical form of a defined term herein shall have the same meaning as that of such term.
- ii. Words in singular include the plural, and vice versa, and words importing any gender include every genders.
- iii. References to persons include individuals, proprietorships, organizations, partnerships, 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 an estimated number of 200,000 messages per month as indicated in SOW of RFP.

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

Activity 1: The Service Provider is required to provide a fully functional solution i.e. a turn key solution. All coordination with PTA for whitelisting, masking etc is the responsibility of Service Provider without any liability to State Life in terms of cost, coordination etc



Activity 2: The service provider will have to disseminate messages as indicated in Scope of work and further as and when required by the client

Activity 3: The service provider will have to provide a dashboard wherein status of all activities is presented to H&AI with proper reporting mechanism

Activity 4: The service provider will have to share any other report as required by H&AI Regional Office, Islamabad, State Life.

Activity 5: The service provider must develop a **24/7** fully automated monitoring mechanism. Further a proper alert system with following features should be in place

1. Number of SMS Allocated
2. Number of SMS Utilized
3. Number of SMS in balance

The said system must update on daily basis

Activity 6: Facilitation in terms of any inspection, monitoring and system audit exercise

Activity 7: In time SMS delivery on all telecom networks

Activity 8: Timely intimation about service disruption if any with proper service up time atleast 24 hours prior to such occurrence. Planned down time shall be communicated before time via email, mobile and local number provided by State Life.

Activity 9: Nomination of dedicated focal person for subject assignment on official letter head duly signed and stamped

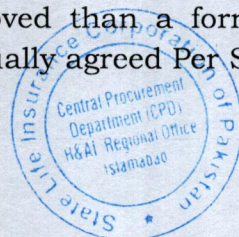
8. PERIOD OF AGREEMENT

Period of service will be two (2) years from the date of signing of agreement between State Life and Service Provider with per SMS Rate fixed for the said period

The agreement can be extended on same terms and conditions as agreed with a provision for escalation in Per SMS Rate depending upon market condition, work done satisfactory and requirement

Vendor is required to furnish a formal request for revision of Per SMS Rate atleast two months prior to expiry of prevailing agreement. State Life will analyze the request and will make decision accordingly

Revision of per SMS rate is discretion of State Life and in case State Life decides to overturn the request then we will resort to fresh tendering. In case the request is approved then a formal letter will be issued on the subject matter as per mutually agreed Per SMS Rate



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

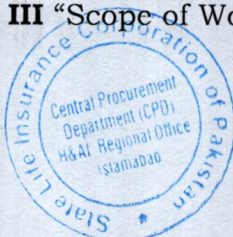
The Respondent shall take prior permission of State Life in writing for all sub contracts awarded for execution of the Project, if not already specified in the proposal. Such notification in his original proposal or later, shall not relieve the Respondent from any liability or obligation under the Contract.

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

- a. All invoicing must be in PKR
- b. Rate per SMS must be as per approved flat rate per SMS without any rounding off etc
- c. Bill must be as per following formula
$$\text{No of SMS Delivered Successfully} * \text{Rate per SMS}$$
- d. Invoice must be submitted on monthly basis preferably by 5th of every month both on email and in hard copy
- e. Invoice must be furnished along with Bank Details, Tax records and SMS executed report from portal
- f. Invoice will be subject to work done satisfactory
- g. Invoice will be subject to deductions if any as per Clause-17 of RFP
- h. Invoice will be cleared within thirty days

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 ensure continuous monitoring during the course of the subject assignment. State Life will conduct both unannounced and announced monitoring exercises

During the course of execution, State Life will check compliance with requirements and in case any anomalies are observed vendor will be communicated to rectify the said anomalies. Vendor is bound to resolve pointed issues and submit a report within fifteen (15) days of receipt of formal letter. In case a vendor fails to resolve the issue than necessary penalty will be imposed as per Clause-17

22. PENALTY

Vendor is expected to remain professional and exercise highest standards of professionalism. In case a vendor doesn't performs as per requirements than following penalties will be imposed:

- i. If the most advantageous bidder doesn't comply with stipulated timeline then we reserve the right to impose



- a penalty amounting to **0.1%** for each day of delay which will be adjusted from monthly Invoice
- ii. If the services required as part of subject procurement remain dysfunctional for a period above three (3) hours then vendor will be given a notice in writing to clarify his/her position and vendor is bound to respond in two (2) hours of receipt of the complaint
 - iii. If vendor fails to response within the stipulated timeline as per Clause-17 (ii) above or fails to provide a valid justification than penalty amounting to **0.5%** for each hour for service inactiveness will be charged and same will be adjusted from monthly invoice

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:

1. 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.
2. 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.
3. The proceedings of arbitration shall be conducted in the English language.
4. 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

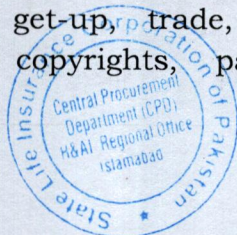
If any provision of this agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable [or indications to that effect are received by either of the parties from any competent authority] the parties shall amend that provision in such reasonable 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 consequential 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 terminate the services of the Respondent in the following ways:

- i. 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
- ii. If the **[Service Provider]** fails to perform any other obligation (s) under the agreement



- iii. 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
- iv. 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
- v. 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 beneficiaries and direct charging from the beneficiaries.

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
the Service Provider

For and on behalf of

Name:

Name:

Designation:

Designation:

Signature: -----

Signature:

WITNESS NO.1

WITNESS NO.2

Name:

Name:

Designation:

Designation

CNIC No:

CNIC No:



Signature: -----

Signature No:

ANNEX-C: FORMAT FOR BANK GUARANTEE

STATE LIFE INSURANCE CORPORATION OF PAKISTAN,
STATE LIFE BUILDING NO. 9, DR. ZIA UDDIN ROAD,
KARACHI PAKISTAN.

DEAR SIR,

REF: OUR BANK GUARANTEE No. _____ IN THE SUM OF
_____ ACCOUNT _____ AMOUNT
OF _____ CONTRACT _____

IN CONSIDERATION OF YOU HAVING ENTERED INTO CONTRACT NO.
_____ DATED _____
WITH _____ CALLED VENDOR AND IN CONSIDERATION OF
VALUE RECEIVED FROM VENDOR, WE HEREBY AGREE AND UNDERTAKE AS
FOLLOWS:

1. TO MAKE UNCONDITIONAL AND IMMEDIATE PAYMENT TO YOU AS CALLED UPON OF **5%** OF THE TOTAL BID AMOUNT IN PAK RUPEES ON YOUR FIRST WRITTEN DEMAND WITHOUT FURTHER RECOURSE, QUESTION, DEFERMENT, CONTESTATION OR REFERENCE TO VENDOR OR ANY OTHER PERSON, IN THE EVENT OF DEFAULT, NON-PERFORMANCE OR NON-FULFILLMENT BY VENDOR OF HIS OBLIGATIONS LIABILITIES, RESPONSIBILITIES UNDER THE SAID CONTRACT OF WHICH YOU SHALL BE THE SOLE AND ABSOLUTE JUDGE.
2. TO ACCEPT WRITTEN INTIMATION FROM YOU AS CONCLUSIVE AND SUFFICIENT EVIDENCE OF EXISTENCE OF A DEFAULT OR BREACH AS AFORESAID ON THE PART OF VENDOR AND TO MAKE PAYMENT IMMEDIATELY UPON RECEIPT THEREOF.
3. TO KEEP THIS GUARANTEE IN FULL FORCE FROM THE DATE HEREOF UNTIL COMPLETION OF PROJECT FROM THE DATE OF CONTRACT EXECUTION.
4. THAT NO GRANT OF TIME OR OTHER INDULGENCE TO, AMENDMENT IN THE TERMS OF THE CONTRACT BY AGREEMENT BETWEEN THE PARTIES, OR IMPOSITION OF AGREEMENT WITH VENDOR IN RESPECT OF THE PERFORMANCE OF HIS OBLIGATION UNDER AND IN PURSUANCE OF THE SAID AGREEMENT WITH OR WITHOUT NOTICE TO US, SHALL IN ANY MANNER DISCHARGE OR OTHERWISE AFFECT THIS GUARANTEE AND OUR LIABILITIES AND COMMITMENTS THERE UNDER.



5. THIS GUARANTEE SHALL BE BINDING ON US AND OUR SUCCESSOR'S INTEREST AND SHALL BE IRREVOCABLE.
6. THIS GUARANTEE SHALL NOT BE AFFECTED BY ANY CHANGE IN THE CONSTITUTION OF THE GUARANTOR BANK OR THE CONSTITUTION OF THE CONTRACTOR.

AUTHORIZED SIGN FOR ISSUING BANK

Seal of the Bank

