

**Lady Reading Hospital (LRH)  
Medical Teaching Institution (MTI)  
Peshawar**

Contact No: 091-9211927

**SOLICITATION DOCUMENTS  
For  
Hiring of SMS Alert Services  
2025-26**

**Interested bidders are required to submit the Non-Refundable fees of PKR Five thousand (5000) only in the MCB Bank “LRH Receipts account No:0847608141003952” prior to submission of Bids. (Separate Fee should be submitted with each tender).**

**The Original Receipt must be attached in the bid. If the receipt not found in bids, then the said bidder will be considering Disqualified.**

**Note:** The prospective bidder is expected to examine the Bidding Documents carefully, including all Instructions, Terms & Conditions, and Specifications etc. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

Manager Material Management  
LRH-MTI Peshawar

AD Legal  
LRH-MTI Peshawar

System Engineer  
LRH-MTI Peshawar

Manager MIS  
LRH-MTI Peshawar

Deputy Director MIS  
LRH-MTI Peshawar

Associate Hospital Director  
LRH-MTI Peshawar

Director Finance  
LRH-MTI Peshawar

Nursing Director  
LRH-MTI Peshawar

Medical Director  
LRH-MTI Peshawar

Hospital Director  
LRH-MTI Peshawar

# Table of Contents

|          |                                                                            |           |
|----------|----------------------------------------------------------------------------|-----------|
| <b>1</b> | <b>INVITATION TO BID .....</b>                                             | <b>5</b>  |
| 1.1      | KPK PROCUREMENT RULES TO BE FOLLOWED.....                                  | 5         |
| 1.2      | MODE OF ADVERTISEMENT(S) .....                                             | 5         |
| 1.3      | TYPE OF OPEN COMPETITIVE BIDDING .....                                     | 5         |
| <b>2</b> | <b>INSTRUCTIONS TO BIDDERS (ITB).....</b>                                  | <b>6</b>  |
| 2.1      | BIDDING DETAILS.....                                                       | 6         |
| <b>3</b> | <b>TERMS AND CONDITIONS OF THE TENDER .....</b>                            | <b>8</b>  |
| 3.1      | DEFINITIONS.....                                                           | 8         |
| 3.2      | NOTICE .....                                                               | 8         |
| 3.3      | ELIGIBILITY CRITERIA.....                                                  | 8         |
| 3.4      | COST RELATED TO BID PREPARATION AND SUBMISSION.....                        | 9         |
| 3.5      | EXAMINATION OF THE BIDDING DOCUMENT.....                                   | 9         |
| 3.6      | PRE BID MEETINGDING DOCUMENT.....                                          | 9         |
| 3.7      | AMENDMENT OF THE BIDDING DOCUMENT.....                                     | 9         |
| 3.8      | PREPARATION/ SUBMISSION OF BID .....                                       | 9         |
| 3.9      | TAXES AND DUTIES.....                                                      | 10        |
| 3.10     | BID PRICE .....                                                            | 10        |
| 3.11     | BID SECURITY.....                                                          | 11        |
| 3.12     | BID VALIDITY .....                                                         | 12        |
| 3.13     | MODIFICATION/ WITHDRAWAL OF THE BID .....                                  | 12        |
| 3.14     | PRE BID MEETING .....                                                      | 12        |
| 3.15     | DETERMINATION OF RESPONSIVENESS OF THE BID.....                            | 13        |
| 3.16     | REJECTION AND DISQUALIFICATION OF THE BID .....                            | 13        |
| 3.17     | AWARD CRITERIA .....                                                       | 14        |
| 3.18     | ACCEPTANCE LETTER AND WORK ORDER.....                                      | 14        |
| 3.19     | RESTARTING BIDDING PROCESS FROM ANY PRIOR STAGE .....                      | 14        |
| 3.20     | REDRESSAL OF GRIEVANCES BY THE PROCURING AGENCY .....                      | 14        |
| 3.21     | LANGUAGE OF BID.....                                                       | 15        |
| 3.22     | ONE-PERSON ONE BID .....                                                   | 15        |
| <b>4</b> | <b>SPECIAL CONDITIONS OF THE CONTRACT.....</b>                             | <b>19</b> |
| 4.1      | BID SCOPE .....                                                            | 19        |
| 4.2      | CONTRACT DURATION .....                                                    | 20        |
| 4.3      | PERFORMANCE GUARANTEE.....                                                 | 20        |
| 4.4      | DELIVERY .....                                                             | 20        |
| 4.5      | EXTENSIONS IN TIME FOR PERFORMANCE OF OBLIGATIONS UNDER THE CONTRACT ..... | 20        |
| 4.6      | LIQUIDATED DAMAGES .....                                                   | 20        |
| 4.7      | PAYMENT.....                                                               | 21        |
| 4.8      | CONTRACT AMENDMENT .....                                                   | 21        |
| <b>5</b> | <b>GENERAL CONDITIONS OF CONTRACT .....</b>                                | <b>22</b> |

|      |                                          |    |
|------|------------------------------------------|----|
| 5.1  | CONTRACT.....                            | 22 |
| 5.2  | CONTRACT COST.....                       | 22 |
| 5.3  | CONTRACT DOCUMENTS AND INFORMATION ..... | 22 |
| 5.4  | CONTRACT LANGUAGE .....                  | 22 |
| 5.5  | STANDARDS.....                           | 22 |
| 5.6  | PATENT RIGHT .....                       | 22 |
| 5.7  | INSPECTION AND TESTING.....              | 22 |
| 5.8  | BLACKLISTING .....                       | 22 |
| 5.9  | TERMINATION FOR DEFAULT.....             | 23 |
| 5.10 | TERMINATION FOR CONVENIENCE .....        | 23 |
| 5.11 | TERMINATION FOR INSOLVENCY .....         | 23 |
| 5.12 | FORCE MAJEURE.....                       | 23 |
| 5.13 | DISPUTE RESOLUTION.....                  | 24 |
| 5.14 | STATUTES AND REGULATIONS .....           | 24 |
| 5.15 | AUTHORIZED REPRESENTATIVE .....          | 24 |
| 6    | ANNEXURE.....                            | 27 |

## **Important Note**

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without any discrepancy. Bids received without undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents are liable to be rejected at the initial stage itself. The valid documentary evidences as detailed hereinafter should be submitted by bidders for preliminary and detailed examination.

## **Applicability of KPK Procurement Rules, 2014 (Amended till date of advertisement of the relevant ITB notice)**

This Bidding Process will be governed under KPK Procurement Rules 2014 as amended from time to time and following instructions of the Government of KPK. In case any clause, term or condition of this bidding document is in conflict with KPK Procurement Rules (Amended till date of advertisement.

# **1 INVITATION TO BID**

## **1.1 KPK Procurement Rules to be followed**

1.1.1 KPK Procurement Rules 2014 (Amended till date of advertisement) will strictly be followed. These may be obtained from KPPRA's website.

1.1.2 In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the KPK Procurement Rules 2014.

## **1.2 Mode of Advertisement(s)**

1.2.1 The estimated bid is less than three million rupees. So following Rule 19 of KPK Procurement Rules 2014 (Amended till date of advertisement).

## **1.3 Type of Open Competitive Bidding**

1.3.1 As per Rule 14(2)(b) of KPK Procurement Rules 2014 (Amended till date of advertisement). **Single Stage – Single Envelope Bidding Procedure** shall be followed;

1.3.1.1 The lowest evaluated bidder will be awarded the contract.

1.3.1.2 In case of equal financial bids submitted by different bidders at the time of financial opening, bid of the bidder who has more experience shall be given preference and will be selected. Experience will be calculated from the date of registration with FBR for NTN. In case bidders are registered on same day, one with highest financial soundness as per transactions in bank statement of the past two financial years will be preferred and selected.

# **2 INSTRUCTIONS TO BIDDERS (ITB)**

## **2.1 Bidding Details**

2.1.1 All bids must be accompanied by Bid Security, as per provisions of this Bidding document clause "Bid Security" in favor of "**LADY READING HOSPITAL (MTI)**". The complete, bids as required under this Bidding document, must be delivered into the Bid Box placed in Procurement Department of LADY READING HOSPITAL (MTI) at Peshawar City Khyber Pakhtunkhwa, not later than, **23<sup>rd</sup> July, 2025 at 11:00 AM.** Late bids shall not be accepted.

2.1.2 The Bids shall be publicly opened at *OFFICE OF THE ASSOCIATE HOSPITAL DIRECTOR/ COMMITTEE ROOM* of LADY READING HOSPITAL (MTI) located at Peshawar City Khyber Pakhtunkhwa, Peshawar at **11:30 AM** on the last day of submission.

2.1.3 Queries of bidders (if any) for seeking clarifications relevant to this procurement must be received in writing to the Procuring Agency within seven (07) days of publication of the relevant ITB Notice and queries will be responded within ten (10) days of publication of the relevant ITB Notice. Any query received after the stipulated time may not be entertained. All queries shall be responded to within due time.

2.1.4 Bidders shall submit bid complying with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this bidding document clauses regarding "**Determination of Responsiveness of Bid**" and "**Rejection and Disqualification of the Bid**" for making their bids substantially responsive to the requirements of the Bidding Document.

- 2.1.5 It must be clearly understood that the Specifications, Terms and Conditions are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the contractor on the demand and approval of the Procuring Agency will be permitted throughout the period of completion of the contract.
- 2.1.6 The contractor should be fully and completely responsible for all the deliveries and deliverables to the Procuring Agency under this contract.
- 2.1.7 The Primary and Secondary contacts for all correspondence in relation to this bid are as follows:

### **Primary Contact**

Name: Mr.

Designation:

Contact No:

Email:

### **Secondary Contact**

Name:

Designation:

Contact No:

Email:

- 2.1.8 Bidders should note that during the period from the receipt of the bids and until further notice, all queries should be communicated via the Primary Contact and in writing only. In the case of an urgent situation where the Primary Contact cannot be contacted, bidders may alternatively direct their enquiries through the Secondary Contact.
- 2.1.9 Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.
- 2.1.10 Failure to supply required Services within the specified time period will invoke penalty as specified in this document.
- 2.1.11 Bidders shall not be eligible to bid if they are under a declaration of Ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPP Rules 2014.
- 2.1.12 All participants/vendors are expected to quote their prices with utmost integrity, ensuring that they provide the best value for money. It is essential that rates quoted in tenders or for any awarded items are fair, competitive, and justifiable.
- 2.1.13 Please note that if any abnormality or significant deviation is found in the quoted or awarded rates, the concerned vendor will be held responsible for justifying the pricing. Failure to provide a satisfactory explanation will result in recovery of the excess amount from the vendor.

## **3- TERMS AND CONDITIONS OF THE TENDER**

### **2.2 Definitions**

In this document, unless there is anything repugnant in the subject or context:

- 2.2.1 "Commencement Date of the Contract" means the date of issuance of Acceptance Letter to the Contractor from the Procuring Agency.
- 2.2.2 "Day" means calendar day.
- 2.2.3 "Commencement Date of Contract" means the date of issuance of Acceptance Letter to the Contractor from the Procuring Agency.
- 2.2.4 "Services" mean "Provision of Bulk/ Branded SMS", which the contractor is required to provide to the Procuring Agency under the contract.
- 2.2.5 "Written" means written in form of email or hard copy.

## 2.3 Notice

In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor and the Procuring Agency, the same shall be:

- 2.3.1 In writing;
- 2.3.2 Issued within reasonable time;
- 2.3.3 Served by sending the same by email/ courier/ post/ dispatch rider to their principal office in Pakistan or such other address as they shall notify for the purpose; and
- 2.3.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

## 2.4 ELIGIBILITY CRITERIA

Eligible bidder is a bidder who:

- 2.4.1 Is registered with Tax Authorities for NTN and KNTN as per relevant laws in Pakistan (whichever is applicable);
- 2.4.2 Is registered with Pakistan Telecommunication Authority;
- 2.4.3 Is not applying in the capacity of joint venture for this bid;
- 2.4.4 Copies of audited financial statements or copies of work orders / contracts / MOUs, etc. of FY 2023-24 or 2024-25 depicting sound financial strength (minimum Rs.2 million turnover in a financial year). Mobile operators are immune to this criterion.
- 2.4.5 Has experience of providing same kind of services for last 3 years supported by documentary proof like copies of work orders/ contracts/ MOUs, etc. (at least one for each year);
- 2.4.6 Has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or Autonomous Body or Private Sector Organization anywhere in Pakistan.

**Note:** Verifiable documentary proof for all above requirements is mandatory, noncompliance shall lead to disqualification. Noncompliance of any term or condition mentioned in the relevant Invitation to Bid Notice or Bidding Document shall also lead to disqualification. Bid security instrument may be enclosed either with Bid/proposal.

## 2.5 Cost Related to Bid Preparation and Submission

Bidders shall bear all costs/ expenses associated with the preparation and submission of bids and the Procuring Agency shall in no case be responsible/ liable for those costs/ expenses.

## 2.6 Examination of the Bidding Document

Bidders are expected to examine the Bidding Document, including all instructions and terms and

conditions.

## **2.7 PRE BID MEETING Document**

Bidders may require further information or PRE BID MEETING Document, within 7 days after uploading tender notice on website of LRH/KPPRA.

## **2.8 Amendment of the Bidding Document**

- 2.8.1** The Procuring Agency may, at any time prior to the deadline for submission of bids, at its own initiative or in response to a clarification requested by a bidder, amend the Bidding Document, on any account, for any reason. All amendment(s) shall be part of the Bidding Document and binding on bidders.
- 2.8.2** The Procuring Agency shall notify the amendment(s) to the prospective bidders.
- 2.8.3** The Procuring Agency may, at its exclusive discretion, amend the Bidding Document to extend the deadline for the submission of the bid as per Rules of KPK Procurement Rules, 2014 Amended till date of advertisement.

## **2.9 Preparation/ Submission of Bid**

Bid and all the accompanied documents submitted by a bidder shall be in paper form and shall either be in Urdu or English or both. The bid shall be filled in/ accompanied by the required Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. (whichever is applicable) which shall be completely filled in, stamped and signed by bidder or his authorized representative. This is made obligatory to affix authorized signatures with official stamp on all documents, annexure, copies, certificates, letters, forms and all relevant documents as part of the bids submitted by bidders.

Bids/Proposals will be considered incomplete if any of the following documents are missing from them. Procuring Agency reserves the right and shall reject any bid submitted without any of the documents mentioned below:

### **2.9.1 Proposal shall comprise the following:**

- 2.9.1.1** Undertaking on stamp paper (all terms and conditions and qualifications listed anywhere in this bidding document have been satisfactorily vetted and bidder has not been blacklisted or in litigation with any of Provincial or Federal Government Department, Agency, Organization, Autonomous Body or Private Sector Organization anywhere in Pakistan from last 2 years) (**Annexure-A**).
- 2.9.1.2** Covering letter duly signed and stamped by authorized representative on official letterhead of bidder (**Annexure-B**).
- 2.9.1.3** Compliance with requirements mentioned in (**Annexure-C**) on official letterhead.
- 2.9.1.4** Checklist of the required documents (**Annexure-D**).
- 2.9.1.5** Proof of registration with tax authorities for NTN and KNTN as per relevant laws in Pakistan (whichever is applicable).
- 2.9.1.6** Proof of registration with Pakistan Telecommunication Authority.
- 2.9.1.7** Undertaking on official letterhead that the bidder is not applying in capacity of joint venture for this tender.
- 2.9.1.8** Copies of audited financial statements / copies of work orders / contracts / MOUs, etc. signed in FY 2023-24 or 2024-25 depicting sound financial strength: [minimum Rs.2 million turnover in a financial year]. Mobile operators are immune to this criterion.
- 2.9.1.9** Proof of having experience of providing same kind of services for last 3 years supported by documentary proof like copies of work orders/ contracts/ MOUs, etc. (at least one for



each year);

#### **2.9.1.10 Price Schedule (Annexure-E).**

**Note:** Bid security may be attached with the proposal.

### **2.9.2 Bidders shall seal the Bid/Proposal in an envelope duly marked as under:**

#### **Bid/Proposal for SMS Services**

[Name of the Procuring Agency]

[Address of the Procuring Agency]

[Name of bidder]

[Address of bidder]

[Phone No. of bidder]

**2.9.3** The Bid shall be dropped by hand, courier or through registered mail to reach the Procurement Section of the Procuring Agency's office at Peshawar City Khyber Pakhtunkhwa, Peshawar not later than due date and time for submission of bids. No late bid shall be accepted.

### **2.10 Taxes and Duties**

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed, make inquiries on income and sales taxes to the concerned authorities of Income and Sales Taxes.

### **2.11 Bid Price**

The quoted price shall be:

**2.11.1** Best/ final/ fixed and valid until completion of all obligations under the Contract i.e. not subject to variation/ escalation;

**2.11.2** In Pak Rupees;

**2.11.3** Inclusive of all taxes, duties, levies, insurance, freight, labor, transportation till delivery point, incidental services, complementary services, etc. (whichever is applicable);

**2.11.4** The Procuring Agency will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids;

**2.11.5** If not specifically mentioned in the Bid, it shall be presumed that the quoted price is as per the requirements mentioned in this document.

**2.11.6** The Procuring Agency will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates of direct taxes or structure of applicable direct taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

**2.11.7** The Contractor shall not charge prices for the services delivered and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

**2.11.8** If a bidder quotes price of services without inclusion of taxes, it would be considered that the bid is inclusive of all applicable taxes.

**2.11.9** It will be the responsibility of bidders that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process will be entertained

by the Procuring Agency. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by a bidder.

- 2.11.10 Bidders are responsible for the correctness and sufficiency of the Bid and price quoted in the Bid shall be deemed to cover all obligations under this Bidding Process.
- 2.11.11 Bid shall be checked for any arithmetic errors which shall be rectified, as follows:
  - 2.11.11.1 If there is a discrepancy between the amount in figures and the amount in words for the Total Bid Price entered in the price schedule, the actual sum of itemized total prices will be considered as the Total Bid Price.
  - 2.11.11.2 If there is a discrepancy in the actual sum of the itemized total prices (if applicable) and the total bid price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.
  - 2.11.11.3 If there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
  - 2.11.11.4 The Bid price as determined after arithmetic corrections shall be termed as the **Corrected Total Bid Price**, which shall be binding upon the bidder.
  - 2.11.11.5 No credit shall be given for offering delivery period earlier than the specified period.

## 2.12 Bid Security

Bidders shall furnish the Bid Security as under:

- 2.12.1 Shall be in the form of CDR in the name of **HOSPITAL DIRECTOR LADY READING HOSPITAL (MTI)**;
- 2.12.2 Personal or business cheque shall not be entertained in any case.
- 2.12.3 Bidders are required to submit bid security **Rs. /-** (2% /- i.e. price as per bid security Rule of KPK Procurement Rules 2014 which states that a procuring agency may require the bidders to furnish a bid security not exceeding five per cent of the price of procurement as estimated by the procuring agency.
- 2.12.4 Denominated in Pak Rupees;
- 2.12.5 Having a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Bid or until furnishing of the Performance Guarantee, whichever is later;
- 2.12.6 Bid security will not be adjustable against any payment or performance guarantee.
- 2.12.7 LADY READING HOSPITAL (MTI) is not responsible to pay any interest/ benefit on the amount submitted as bid security against this bid that could accumulate in the same period by investing/ depositing in any bank or any other such institution/ organization;
- 2.12.7.1 Bid security submitted by a bidder may be forfeited if:
- 2.12.7.2 Bidder has been found involved in the concealment of facts.
- 2.12.7.3 Any false / misleading information is provided in the submitted bid.
- 2.12.7.4 Bidder backs out from fulfilling the obligations of bid after opening of the bid.
- 2.12.7.5 Lowest evaluated bidder refuses to sign the contract and declines to submit the performance guarantee

## **2.13 Bid Validity**

The Bid shall have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Bid. The Procuring Agency may solicit the consent of the bidders to an extension of the validity period of the bid. The request and the response thereto shall be made in writing. If a bidder agrees to extension of validity period of the bid, the validity period of the Bid Security shall also be suitably extended.

## **2.14 Modification/ Withdrawal of the Bid**

**2.14.1** A bidder may, by written notice served on the Procuring Agency, modify or withdraw the bid after submission of the bid, prior to the deadline for submission of the bid.

**2.14.2** The bid, withdrawn after the deadline for submission of the bid and prior to the expiration of the period of the bid validity, shall result in forfeiture of the Bid Security.

## **2.15 PRE BID MEETING**

**2.16** Pre Bid meeting will be held on 16<sup>th</sup> July, 2025 at Manager Material Management Office LRH-MTI

## **2.17 Determination of Responsiveness of the Bid**

The Procuring Agency shall determine the substantial responsiveness of the Bid to the Bidding document, prior to the Bid evaluation, on the basis of the contents of the Bid itself without recourse to extrinsic evidence. A substantially responsive Bid is one which:

**2.17.1** Meets the eligibility criteria given herein this Bidding document;

**2.17.2** Offers fixed price for all services as per Price Schedule;

**2.17.3** Conforms to all terms and conditions of the documents issued by Procuring Agency in reference to this bidding procedure. These include but are not limited to the Bidding Document, Invitation to Bid Notice, Corrigendum, Addendum, etc. (whichever is applicable), without material deviation or reservation;

**2.17.4** A material deviation or reservation is one which affects the scope, quality of services or limits the Procuring Agency's rights or a bidder's obligations under the Contract.

**2.17.5** The Bid determined as not substantially responsive shall not subsequently be made responsive by a bidder by correction or withdrawal of the material deviation or reservation.

## **2.18 Rejection and Disqualification of the Bid**

The Procuring Agency may reject all bids or proposals at any time prior to the acceptance (issuance of Acceptance Letter). The Procuring Agency shall upon a written request communicate to any bidder, the grounds for rejecting all bids or proposals, but shall not be required to justify those grounds. The Procuring Agency shall incur no liability, solely, by virtue of rejection of bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule of KPK Procurement Rules, 2014).

Likewise, Procuring Agency shall upon a written request communicate to any bidder, the grounds for its technical disqualification, but shall not be required to justify those grounds. A bid shall be rejected/disqualified if it is:

**2.18.1** Substantially non-responsive in a manner prescribed in this document especially to the clause '**Determination of Responsiveness of the Bid**'; or

- 2.18.2 Submitted in other than prescribed forms, annexes, documents by other than specified mode and language; or
- 2.18.3 Incomplete, partial, conditional, alternative, late; or
- 2.18.4 Bidder has conflict of interest with the Procuring Agency; or
- 2.18.5 Bidder tries to influence the Bid evaluation/ Contract award; or
- 2.18.6 Bidder engages in corrupt or fraudulent practices in competing for the Contract award;
- 2.18.7 Bidder fails to meet the requirements of Bid Eligibility/ Qualification Criteria;
- 2.18.8 Bidder fails to meet the financial evaluation of Proposal;
- 2.18.9 There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity, inconsistency, informality or irregularity in the submitted bid.
- 3.16.10 Bidder submits any financial condition as part of its bid which is not in conformity with bidding document.
- 3.16.11 Bidder does not enclose bid security instrument in the envelope of Bid/Proposal

## **2.19 Award Criteria**

The eligible bidder fulfilling the criteria will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all formalities mentioned in the relevant Invitation to Bid and this Bidding Document.

## **2.20 Acceptance Letter and Work Order**

As per provisions of Rule (55) of KPK Procurement Rules 2014 (Amended till date of advertisement of the relevant ITB notice), the Procuring Agency shall issue the Acceptance Letter to the Successful Bidder, at least after 10 days of announcement of bid evaluation reports (Rule- of KPK Procurement Rules, 2014) and prior to the expiry of the original validity period or extended validity period of the Bid, which shall constitute a Contract, until execution of the formal Contract. Formal Contract will be signed within three working days of issuance of Acceptance Letter subject to submission of performance guarantee and signing of contract. After signing of the formal contract, work order will be issued to contractor.

## **2.21 Restarting Bidding Process from any Prior Stage**

As per provision in Rule ,the procuring agency may, for reasons to be recorded in writing, restart bidding process from any prior stage if it is possible without violating any principle of procurement contained in rule and shall immediately communicate the decision to the bidders.

## **2.22 Redressal of Grievances by the Procuring Agency**

The Procuring Agency has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

- 2.22.1 Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.
- 2.22.2 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

**2.22.3** Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

### **2.23 Language of Bid**

The bid and all documents relating to the bid, exchanged between a bidder and Procuring Agency, shall either be in Urdu or English or both. The bidder shall bear all costs of translation to English or Urdu and all risks of the accuracy of such translation.

### **2.24 One-person one bid**

In any procurement, one person, either it may be in a JV mode/consortium of persons or exclusive, may submit one bid and if one person submits more than one bids, the procuring agency shall reject all such bids. Further JV and Consortium are not allowed to participate for this tender besides these one person will be allowed only one bid.

## TERMS & CONDITIONS OF THE CONTRACT

### Contract Title:

**[Name of Contractor]**

Dated:

This CONTRACT AGREEMENT (this “Contract”) made as of the **[day]** of **[month]**, **[year]**, between **LADY READING HOSPITAL (MTI)** (the “Procuring Agency”), on one part,

and

**[full legal name of Contractor & Address]**, on the other part severally liable to the Procuring Agency for all of the Contractor’s obligations under this Contract and is deemed to be included in any reference to the term “the Contractor.”

### RECITALS

WHEREAS,

- (a) The Procuring Agency intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the services as described in the contract.
- (b) The Procuring Agency has requested the Contractor to provide certain services as described in the relevant Invitation to Bid notice and Bidding Document; and
- (c) The Contractor, having represented to the Procuring Agency that it has the required professional skills, personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

- 1. The Contractor hereby covenants with the Procuring Agency to supply the services and to remedy damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Procuring Agency to the Contractor.
- 2. The Procuring Agency hereby covenants with the Contractor to pay the Contractor, the Contract Price as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of provision of services and remedying of damage therein.
- 3. The contract price for supplying satisfactorily all the Services, that the contractor is liable to provide under the contract as per the scope mentioned in bidding documents, shall be Rs.\_\_\_\_\_.
- 4. The following shall be deemed to form and be read and construed as part of this Contract:
  - a. The Bidding Document
  - b. Terms and Conditions of the Contract
  - c. Bidder’s Proposal

- d. The Scope of Work
- e. Price Schedule
- f. Affidavit(s)
- g. Performance Guarantee

5. This Contract shall prevail over all other documents. In the event of any discrepancy/ inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

**For LADY READING HOSPITAL (MTI) (LRH):      For [full legal name of the Contractor]:**

Name :( As per CNIC) -----  
 Father Name: -----  
 CNIC Number: -----  
 Designation: -----  
 Address: -----  
 Signature: -----  
 Thumb Impression: -----

Name :( As per CNIC) -----  
 Father Name: -----  
 CNIC Number: -----  
 Designation: -----  
 Address: -----  
 Signature: -----  
 Thumb Impression: -----

**WITNESSES:**

**(First Party)**

Name: (As per CNIC) -----  
 Father Name: -----  
 CNIC Number: -----  
 Designation: -----  
 Address: -----  
 Signature: -----  
 Thumb Impression: -----

**WITNESSES:**

**(Second Party)**

Name: (As per CNIC) -----  
 Father Name: -----  
 CNIC Number: -----  
 Designation: -----  
 Address: -----  
 Signature: -----  
 Thumb Impression: -----

### 3 **SPECIAL CONDITIONS OF THE CONTRACT**

#### 3.1 **Bid Scope**

Contractor shall have the capability to provide services as per following specifications:

| Sr. # | Specifications                                                                                                                                                                                                                                                                                                                                                                               |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | <u>Web Account for Marketing SMS</u><br>Web account will be used for SMS monitoring, logs and activities.                                                                                                                                                                                                                                                                                    |
| 2     | <u>SMS Speed</u><br>Send bulk SMS broadcasts (minimum 8,000 SMS in one hour) and view report in real time.                                                                                                                                                                                                                                                                                   |
| 3     | <u>User friendly interface</u><br>Reduce learning curve by using its familiar Email client type look and feel.                                                                                                                                                                                                                                                                               |
| 4     | <u>Easy Functionality</u><br>Create, edit, send, forward, export and delete SMS.                                                                                                                                                                                                                                                                                                             |
| 5     | <u>Management Information Report</u><br>Complete MIS with downloadable report in CSV format.                                                                                                                                                                                                                                                                                                 |
| 6     | <u>Multiple-Language Support (Urdu)</u><br>Send Unicode messages in Urdu and other languages.                                                                                                                                                                                                                                                                                                |
| 7     | <u>Text Message Scheduling</u><br>Easily scheduled messages to go out on any date & time. User can set up single campaign or take care of similar campaign for several months or worth of Promotions all at once.                                                                                                                                                                            |
| 8     | <u>Mobile Number Portability</u><br>There is no issue if any customer changes his network, he must receive SMS.                                                                                                                                                                                                                                                                              |
| 9     | <u>Upload &amp; Download Contacts</u><br>Upload mobile numbers via MS Excel, CSV or XML file formats.                                                                                                                                                                                                                                                                                        |
| 10    | <u>SMS Characters Limit:</u> Send messages to over 160 characters.                                                                                                                                                                                                                                                                                                                           |
| 11    | <u>Masking "LRH"</u><br>At least ten (10) masking provision should be provided. Use "LRH" to display sender of message as any alphanumeric brand or number of choice (up to 11 Characters).                                                                                                                                                                                                  |
| 12    | <u>Secure Information</u><br>All the information must be 100% safe and secure behind Web portal.                                                                                                                                                                                                                                                                                             |
| 13    | <u>Application Program Interface (API)</u><br><b>SMS API</b> will easily allow purchaser application to start messages. Provision of API (HTTP, SMPP or Database connectivity) which can easily integrate with Procuring Agency system for transaction alert or outbound SMS. The SMS SMPP POST Interface API is specifically designed to transfer the data for a text message from the URL. |
| 14    | Bidder will share the ported number list with LRH as and when required.                                                                                                                                                                                                                                                                                                                      |
| 15    | <u>SMPP connectivity</u><br>Provision of SMPP connectivity.                                                                                                                                                                                                                                                                                                                                  |
| 16    | SMS must be sent on any mobile network of Pakistan.                                                                                                                                                                                                                                                                                                                                          |
| 17    | SMPP Connectivity must be with open gateway.                                                                                                                                                                                                                                                                                                                                                 |
| 18    | MNP management at contractor's provided gateway. Contractor will be responsible for successful delivery of SMS on ported numbers.                                                                                                                                                                                                                                                            |
| 19    | Must be Unique Characters supported.                                                                                                                                                                                                                                                                                                                                                         |
| 20    | Live reporting panel where customers can see their SMS delivery reports.                                                                                                                                                                                                                                                                                                                     |
| 21    | SMS will be integrated with Purchaser's Centralized Report Management (CRM).                                                                                                                                                                                                                                                                                                                 |



### **3.2 Contract Duration**

The Contract duration is for one (1) year, but can be terminated by LRH at any time within thirty (30) days advance notice and without assigning any reason. However, any work awarded before the expiry of contract duration shall be completed even after the contract duration is expired. Pending Contractual liabilities and obligations will remain binding on the contractor to the extent of scope of contract even after the expiry of duration of contract.

### **3.3 Performance Guarantee**

**3.3.1** Within working days of the receipt of the Acceptance Letter from the Procuring Agency;

**3.3.2** In form of CDR issued by a scheduled bank operating in Pakistan for a sum equivalent to 10% (Ten Percent) of the contract amount;

**3.3.3** Personal or business cheque shall not be entertained in any case.

**3.3.4** In Pak Rupees;

**3.3.5** Will be retained for the period of 1 year or till completion of contract whichever is later, from the date of signing of contract subject to issuance of Satisfactory Completion Certificate by concerned department.

**3.3.6** In case the contract is terminated before completion of contract duration, performance guarantee will be released after two (02) months of contract termination subject to provision of satisfactory and unobjectionable services by the contractor;

**3.3.7** Performance guarantee will not be adjustable against any payment;

**3.3.8** LADY READING HOSPITAL (MTI) is not responsible to pay any interest or benefit on the amount submitted as performance guarantee against this bid that could accumulate in the same period by investing or depositing in any bank or any other such institution, organization or elsewhere;

**3.3.9** The Performance Guarantee may be forfeited if:

**3.3.9.1** If the contractor commits a default under the contract;

**3.3.9.2** If the contractor fails to fulfill any of the obligations under the contract;

**3.3.9.3** If the contractor violates any of the considerable terms and conditions of the contract.

### **3.4 Delivery**

**3.4.1** The contractor is required to start the provision of services within ten working days from issuance date of Work Order to MMD LRH Peshawar.

**3.4.2** The Contractor shall be responsible for the initial Setup/login creation /API integration within same timelines.

### **3.5 Extensions in Time for Performance of Obligations under the Contract**

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at least four days before delivery time, the Contractor shall, by written notice served on the Procuring Agency, promptly indicate the facts of the delay, the likely duration and its cause(s). As soon as practicable after receipt of such notice, the Procuring Agency shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor, extend the Contractor's time for performance of its obligations under the Contract.

### 3.6 Liquidated Damages

Other than extension in time under clause 4.7 is granted by the Competent Authority of LRH, 0.3% of the contract price will be imposed as penalty per day. However, total Liquidated Damages will not exceed beyond 10% of price of contract. After expiry of 30 days of delivery time, LRH reserves a right to confiscate performance guarantee in addition to imposition of

Liquidated Damage Charges. During the execution of the contract, the following penalties may be imposed in case the contractor's server remains unavailable:

| Sr. #                                                                                                   | Server Unavailability                                 | Penalty                                 |
|---------------------------------------------------------------------------------------------------------|-------------------------------------------------------|-----------------------------------------|
| 1                                                                                                       | 03 hours < Server Unavailability Time $\leq$ 08 hours | 05 % of monthly payment                 |
| 2                                                                                                       | 08 hours < Server Unavailability Time < 16 hours      | 10 % of monthly payment                 |
| 3                                                                                                       | 16 hours < Server Unavailability Time < 24 hours      | 15 % of monthly payment                 |
| 4                                                                                                       | 24 hours < Server Unavailability Time < 48 hours      | 25% of monthly payment                  |
| 5                                                                                                       | Server Unavailability Time > 48 hours                 | Contract cancellation may be considered |
| <b>Note:</b> Penalty clauses will not be applicable in case any service is unavailable by Govt. orders. |                                                       |                                         |

LRH might also blacklist and debar the contractor from participating in public procurements in case of unnecessary delay in the execution of contract.

### 3.7 Payment

- 3.7.1 Monthly payment will be made as per actual SMS sent.
- 3.7.2 Payment shall not be made in advance. The Procuring Agency shall make payment for the Services provided, to the Contractor, as per Government policy, in Pak Rupees, through CDR
- 3.7.3 The Contractor shall submit an Application for Payment to the Procuring Agency. The Application for Payment shall be accompanied by such invoices and other documentary evidence as the Procuring Agency may require.
- 3.7.4 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.
- 3.7.5 All type of government duties and taxes shall be dealt as per applicable laws of Pakistan at the time of payment. Foundation shall not be responsible for increase in deduction of direct taxes due to change in laws of Pakistan.

### 3.8 Contract Amendment

- 3.8.1 The Procuring Agency may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/ requirement in the light of prevailing rules and regulations.
- 3.8.2 The Contractor shall not execute any Change until and unless the Procuring Agency has allowed the said Change, by written order served on the Contractor.
- 3.8.3 The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.
- 3.8.4 No variation or modification in the Contract shall be made, except by written amendment signed by both the Procuring Agency and the Contractor.

## **4 GENERAL CONDITIONS OF CONTRACT**

### **4.1 Contract**

The successful bidder shall, after submitting the Performance Guarantee, sign the Contract within three days of receiving of Acceptance Letter from the Procuring Agency.

### **4.2 Contract Cost**

The Contractor shall bear all costs/ expenses associated with the preparation of the Contract and the Procuring Agency shall in no case be responsible/ liable for those costs/ expenses. The successful bidder shall provide legal stamp papers of relevant value according to Govt. rules and regulations for signing of the formal contract.

### **4.3 Contract Documents and Information**

The Contractor shall not, without the Procuring Agency's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications or information furnished by or on behalf of the Procuring Agency in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

### **4.4 Contract Language**

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Procuring Agency, shall either be in Urdu or English or both. The Contractor shall bear all costs of translation to English or Urdu and all risks of the accuracy of such translation.

### **4.5 Standards**

The services provided under this Contract shall conform to the authoritative latest industry standards.

### **4.6 Patent Right**

The Contractor shall indemnify and hold the Procuring Agency harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the services or any part thereof.

### **4.7 Inspection and Testing**

The Procuring Agency will reject the services if they fail to conform to the specifications, in any inspection(s).

The Procuring Agency or its representative shall have the right to inspect and/or to test the services and to confirm their conformity to the contract specifications at no extra cost to the Procuring Agency. All costs associated with testing shall be borne by the contractor.

The Procuring Agency's right to inspect, test and, where necessary, reject the services either at contractor's premises or upon arrival at Procuring Agency's destination shall in no way be limited or waived by reason of the services having previously been inspected tested, and passed by the Procuring Agency or its representative prior to the services delivery from the point of Supply.

## **4.8 Blacklisting**

The Procuring Agency may, for a specified period, debar a bidder or contractor from participating in any public procurement process of procuring agency, if the bidder or contractor has:

- (a) Acted in a manner detrimental to the public interest or work practices;
- (b) Consistently failed to perform his/ her obligation under the contract;
- (c) Not performed the contract up to the mark; or
- (d) Indulged in any corrupt practice.

## **4.9 Termination for Default**

**4.9.1** If the Contractor fails or delays the performance of any of the obligations, under the Contract, violates any of the provisions of the Contract/ commits breach of any of the terms and conditions of the Contract the Procuring Agency may, at any time, without prejudice to any other right of action/ remedy it may have, by written notice served on the Contractor, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure/ delay, within fifteen working days of intimation (or such longer period as the Client may allow in writing).

**4.9.2** If the Procuring Agency terminates the Contract for default, in whole or in part, the Procuring Agency may procure, upon such terms and conditions and in such manner as it deems appropriate, services, similar to those undelivered, and the Contractor shall be liable to the Procuring Agency for any excess costs for such similar services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

## **4.10 Termination for Convenience**

**4.10.1** The Procuring Agency may, at any time, by written notice served on the Contractor, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.

**4.10.2** The services, which are complete or to be completed by the Contractor, within seven working days after the receipt of such notice, shall be accepted by the Procuring Agency.

**4.10.3** For the remaining services, the Procuring Agency may elect:

**4.10.3.1** To have any portion thereof completed and delivered; and/or

**4.10.3.2** To cancel the remainder and pay to the Contractor an agreed amount for partially supplied services, together with a reasonable allowance for overhead and profit.

## **4.11 Termination for Insolvency**

If the Contractor becomes bankrupt or otherwise insolvent, the Procuring Agency may, at any time, without prejudice to any other right of action/ remedy it may have, by written notice served on the Contractor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

## **4.12 Force Majeure**

For the purpose of this contract “Force Majeure” means an event which is beyond the reasonable control of the contractor and which makes contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies.

- 4.12.1** The Contractor shall not be liable for liquidated damages, blacklisting for future bids, if and to the extent its failure/ delay in performance/ discharge of obligations under the Contract is the result of an event of Force Majeure.
- 4.12.2** If a Force Majeure situation arises, the Contractor shall, by written notice served on the Procuring Agency, indicate such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Contractor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 4.12.3** Force Majeure shall not include:
  - 4.12.3.1** Any event which is caused by the negligence or intentional action of bidder or its agents or employees, nor
  - 4.12.3.2** Any event, which the bidder could reasonably have been expected to:
    - 4.12.3.2.1** Take into account at the time of the conclusion of this Contract and;
    - 4.12.3.2.2** Avoid or overcome in the carrying out of its obligations here under.
  - 4.12.3.2.3** Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

## **4.13 Dispute Resolution**

- 4.13.1** The Procuring Agency and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- 4.13.2** If after thirty working days, from the commencement of such informal negotiations, the Procuring Agency and the bidder have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred to Arbitration Committee of LRH headed by Managing Director LRH. The decision of Arbitration Committee shall be final and binding on the parties, and it will not be challenged in any court of Law.

## **4.14 Statutes and Regulations**

- 4.14.1** The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
- 4.14.2** The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Procuring Agency indemnified against all penalties and liability of any kind for breach of any of the same.

**Authorized Representative**

- 4.15.1 The Procuring Agency or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any/ all of the duties/ authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
- 4.15.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him/her, by the Procuring Agency or the Contractor.
- 4.15.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 4.15.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the principal.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

**For LADY READING HOSPITAL (LRH) (MTI):For [full legal name of the Contractor]:**

Name :( As per CNIC) -----  
Father Name: -----  
CNIC Number: -----  
Designation: -----  
Address: -----  
Signature: -----  
Thumb Impression: -----

**WITNESSES:**

**(First Party)**

Name: (As per CNIC) -----  
Father Name: -----  
CNIC Number: -----  
Designation: -----  
Address: -----  
Signature: -----  
Thumb Impression: -----

Name :( As per CNIC) -----  
Father Name: -----  
CNIC Number: -----  
Designation: -----  
Address: -----  
Signature: -----  
Thumb Impression: -----

**WITNESSES:**

**(Second Party)**

Name: (As per CNIC) -----  
Father Name: -----  
CNIC Number: -----  
Designation: -----  
Address: -----  
Signature: -----  
Thumb Impression: -----

| SPECIAL STIPULATIONS (BID DATA SHEET)  |                                                                                |                                                                           |
|----------------------------------------|--------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| Reference<br>(Clause of this document) | Description                                                                    | Details                                                                   |
| Clause 1.3                             | Bidding procedure                                                              | Single stage – Single Envelope Procedure                                  |
| Clause 2.1.1                           | Last date and time for the Submission of bidding document.                     | 11:00 am on 23 / 07 / 2025 at Peshawar City Khyber Pakhtunkhwa, Peshawar. |
| Clause 2.1.2                           | Date, time and venue of opening of Bid/Proposal                                | 11:30 am on 23 / 07 / 2025 at Peshawar City Khyber Pakhtunkhwa, Peshawar. |
| Clause 3.11                            | Bid Security                                                                   | Rs.50,000/-                                                               |
| Clause 3.12                            | Bid validity period                                                            | 120 Days                                                                  |
| Clause 3.22                            | Language of bid                                                                | Urdu or English or both                                                   |
| Clause 4.3                             | Performance Guarantee                                                          | As per relevant clause                                                    |
| Clause 4.4                             | Delivery                                                                       | As per relevant clause                                                    |
| Clause 4.6                             | Liquidated damages for failure / delay in supply of services by the Contractor | As per relevant clause                                                    |
| Clause 2.1.7                           | Contact Person for Communication                                               | Name:<br>Designation:<br>Contact No:<br>Email:                            |

5 **ANNEXURE**

**ANNEXURE-A** (Attach with Bid/Proposal)

**To be submitted on Legal Stamp Paper of Rs. 150/- with Bid/Proposal**

**UNDERTAKING**

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are liable to any punitive action for furnishing false information/ documents.

We undertake that we are not blacklisted or in litigation with any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan in last 2 years.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025

Signature

(Official Stamp)

Thumb Impression

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

In the capacity of:

Duly authorized to sign bids for and on behalf of: (Bidder Name)

(Attestation by Notary Public/ Oath Commissioner)



## **ANNEXURE-B (On Official Letter Head)**

### **FORMAT FOR COVERING LETTER**

To

LADY READING HOSPITAL (MTI)  
Peshawar City Khyber Pakhtunkhwa, Peshawar.

### **Subject: TENDER FOR HIRING OF BULK/BRANDED SMS SERVICES**

Dear Concerned,

- a) Having examined the Bidding document, emails sent for information and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said services on terms of reference to be signed upon the award of Contract for the sum indicated as per Price Schedule.
- b) We undertake that the financial proposal submitted by us includes price of all the items as per the technical specifications and requirements of this Bidding document. No item is mentioned as an option for which additional price will be demanded afterwards in addition to the financial bid.
- c) We undertake, if our proposal is accepted, to provide the services mentioned in the Contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- d) We agree to abide by this proposal for the period of 120 days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- e) We agree to execute a Contract in the form to be communicated by the LADY READING HOSPITAL (MTI) incorporating all agreements with such alterations or additions thereto as maybe necessary to adapt such agreement to the circumstances of the standard.
- f) We understand that you are not bound to accept a lowest or any bid you may receive, not to justify for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Name and Designation of Signatory

---

Authorized Signatures with Official Stamp

## **ANNEXURE-C (To be Submitted on Official Letter Head)**

Bidder shall have to fill Technical specifications compliance and shall have to attach with Bid/proposal. Bulk/Branded SMS Solution provider should have the capability to provide services as per following specifications:

| <b>Sr. #</b> | <b>Specifications</b>                                                                                                                                                                                                                                                                                                                                                                        | <b>Compliance<br/>(Yes/No)</b> |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| 1            | <u>Web Account for Marketing SMS</u><br>Web account will be used for SMS monitoring, logs and activities.                                                                                                                                                                                                                                                                                    |                                |
| 2            | <u>SMS Speed</u><br>Send bulk SMS broadcasts (minimum 8,000 SMS in one hour) and view report in real time.                                                                                                                                                                                                                                                                                   |                                |
| 3            | <u>User friendly interface</u><br>Reduce learning curve by using its familiar Email client type look and feel.                                                                                                                                                                                                                                                                               |                                |
| 4            | <u>Easy Functionality</u><br>Create, edit, send, forward, export and delete SMS.                                                                                                                                                                                                                                                                                                             |                                |
| 5            | <u>Management Information Report</u><br>Complete MIS with downloadable report in CSV format.                                                                                                                                                                                                                                                                                                 |                                |
| 6            | <u>Multiple-Language Support (Urdu)</u><br>Send Unicode messages in Urdu and other languages.                                                                                                                                                                                                                                                                                                |                                |
| 7            | <u>Text Message Scheduling</u><br>Easily scheduled messages to go out on any date & time. User can set up single campaign or take care of similar campaign for several months or worth of promotions all at once.                                                                                                                                                                            |                                |
| 8            | <u>Mobile Number Portability</u><br>There is no issue if any customer changes his network, he must receive SMS.                                                                                                                                                                                                                                                                              |                                |
| 9            | <u>Upload &amp; Download Contacts</u><br>Upload mobile numbers via MS Excel, CSV or XML file formats.                                                                                                                                                                                                                                                                                        |                                |
| 10           | <u>SMS Characters Limit:</u> Send messages to over 160 characters.                                                                                                                                                                                                                                                                                                                           |                                |
| 11           | <u>Masking "LRH"</u><br>At least ten (10) masking provision should be provided. Use "LRH" to display sender of message as any alphanumeric brand or number of choice(up to 11 Characters).                                                                                                                                                                                                   |                                |
| 12           | <u>Secure Information</u><br>All the information must be 100% safe and secure behind Web portal.                                                                                                                                                                                                                                                                                             |                                |
| 13           | <u>Application Program Interface (API)</u><br><b>SMS API</b> will easily allow purchaser application to start messages. Provision of API (HTTP, SMPP or Database connectivity) which can easily integrate with Procuring Agency system for transaction alert or outbound SMS. The SMS SMPP POST Interface API is specifically designed to transfer the data for a text message from the URL. |                                |
| 14           | Bidder will share the ported number list with LRH as and when required.                                                                                                                                                                                                                                                                                                                      |                                |
| 15           | <u>SMPP connectivity</u><br>Provision of SMPP connectivity.                                                                                                                                                                                                                                                                                                                                  |                                |
| 16           | SMS must be sent on any mobile network of Pakistan.                                                                                                                                                                                                                                                                                                                                          |                                |
| 17           | SMPP Connectivity must be with open gateway.                                                                                                                                                                                                                                                                                                                                                 |                                |
| 18           | MNP management at contractor's provided gateway. Contractor will be responsible for successful delivery of SMS on ported numbers.                                                                                                                                                                                                                                                            |                                |

|    |                                                                              |  |
|----|------------------------------------------------------------------------------|--|
| 19 | Must be Unique Characters supported.                                         |  |
| 20 | Live reporting panel where customers can see their SMS delivery reports.     |  |
| 21 | SMS will be integrated with Purchaser's Centralized Report Management (CRM). |  |

**Note:**

Bidder will agree on all above mentioned terms and conditions. (Confirmation will be provided on the official letterhead). In case of non-compliance, bidder will be disqualified.

## **ANNEXURE-D**

### **(Checklist for the Attached Documents in Bid/Proposal)**

| <b>Sr. #</b> | <b>Description of Documents</b>                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Attached (Yes/No)</b> |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 1            | Undertaking on stamp paper of Rs. /- (All terms and conditions and qualifications listed anywhere in this bidding document have been satisfactorily vetted and the bidder is not blacklisted or in litigation with any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan from last 2 years.) ( <b>Annexure –A</b> ).                  |                          |
| 2            | Covering letter duly signed and stamped by authorized representative on official letter head of bidder ( <b>Annexure – B</b> ).                                                                                                                                                                                                                                                                                                 |                          |
| 3            | Compliance with requirements mentioned in ( <b>Annexure-C</b> ) on official letterhead;                                                                                                                                                                                                                                                                                                                                         |                          |
| 4            | Checklist of the required documents ( <b>Annexure – D</b> ).                                                                                                                                                                                                                                                                                                                                                                    |                          |
| 5            | Proof of registration with tax authorities for NTN and KNTN as per relevant laws in Pakistan (whichever is applicable).                                                                                                                                                                                                                                                                                                         |                          |
| 6            | Proof of registration with Pakistan Telecommunication Authority.                                                                                                                                                                                                                                                                                                                                                                |                          |
| 7            | Undertaking on official letterhead that the bidder is not applying in capacity of joint venture for this tender;                                                                                                                                                                                                                                                                                                                |                          |
| 8            | Copies of audited financial statements / copies of work orders / contracts / MOUs, etc. signed in FY 2023-24 or 2024-25 depicting sound financial strength: [minimum Rs.2 million turnover in a financial year]. Mobile operators are immune to this criterion.                                                                                                                                                                 |                          |
| 9            | Proof of having experience of providing same kind of services for last 3 years supported by documentary proof like copies of work orders/ contracts/ MOUs, etc.(at least one for each year).                                                                                                                                                                                                                                    |                          |
| 10           | Duly signed and stamped copy of bidding document to ensure that the participating bidder has read the bidding document and agrees with all the terms and conditions mentioned therein. (Only the copy of the signed and stamped bidding document issued by LRH to a representative of the participating bidder will be accepted. The copy uploaded on KPPRA website is just for information purposes and will not be accepted). |                          |
| 11           | Copy of bidding document purchase slip.                                                                                                                                                                                                                                                                                                                                                                                         |                          |

## Checklist for the Attached Documents in Financial Proposal)

| Sr. # | Description of Documents                | Attached (Yes/No) |
|-------|-----------------------------------------|-------------------|
| 1     | Price Schedule ( <b>Annexure – E</b> ). |                   |

**Note:** Bid security may be attached either with Bid/Proposal.

## **ANNEXURE-E (Financial Proposal)**

### **PRICE SCHEDULE**

| Sr. #                                                        | Service Detail                                 | Qty.<br>of SMS   | Unit Price<br>Including<br>Applicable<br>Taxes<br>(PKR) | Total Price<br>Including<br>Applicable<br>Taxes<br>(PKR) |
|--------------------------------------------------------------|------------------------------------------------|------------------|---------------------------------------------------------|----------------------------------------------------------|
| 1.                                                           | Per SMS Charges                                | 1,500,000<br>SMS |                                                         |                                                          |
| 2.                                                           | Setup Charges Branded Activation ID's (if any) |                  |                                                         |                                                          |
| 3.                                                           | API Charges Integration and support (if any)   |                  |                                                         |                                                          |
| Grand Total Price Including Applicable Taxes (PKR)           |                                                |                  |                                                         |                                                          |
| Grand Total Price Including Applicable Taxes in Words:       |                                                |                  |                                                         |                                                          |
| TECHNICAL SPECIFICATIONS WILL BE FINALIZED IN PREBID MEETING |                                                |                  |                                                         |                                                          |

#### **Notes:**

- The price must be quoted, per SMS basis.
- Bidder will furnish billing as per usage on monthly basis.
- The price shall include all applicable taxes like Income Tax, GST, PST, etc. (Whichever is applicable.)
- The price will include all related expenses (e.g. incidental services, labor, transportation charges to delivery point, etc.).

### **Attention**

**“Its Single Stage Single-Envelope Bidding Procedure, Price schedule and all required documents must be enclosed with Bid/Proposal in Single Envelop.”**