

Standard Bidding Document

SHORT MESSAGE SERVICES (SMS) (ICT) Tender No. VU/26-27/09/900 (Non-Consultancy Services)

National

Single Stage-Two Envelope



October 13, 2026

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PROCUREMENT NOTICE

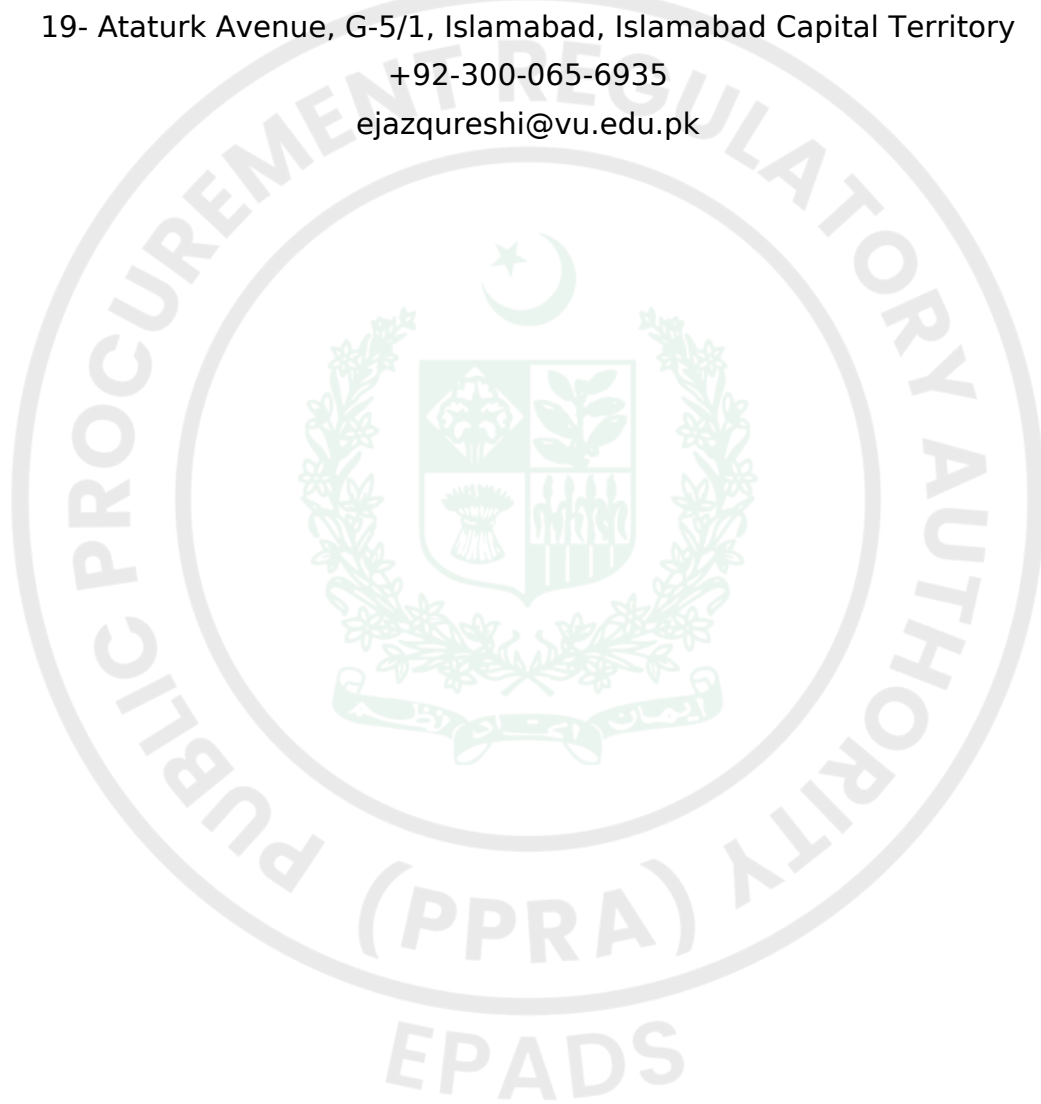
PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Virtual University of Pakistan (Virtual University of Pakistan (VU))** has reserved Funds for the procurement planned for FY **2026-27**. The **Virtual University of Pakistan (Virtual University of Pakistan (VU))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the **"SHORT MESSAGE SERVICES (SMS) (ICT) Tender No. VU/26-27/09/900"** with the reference of **"P157149"**
2. The **Virtual University of Pakistan (Virtual University of Pakistan (VU))** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.
3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft** or Bid Securing Declaration on the prescribed format described.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **<https://epads.gov.pk/opportunities/federal/procurements/157149>**.
6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Wednesday, October 28, 2026 02:30 PM**. E-bids will be opened on the same day at **Wednesday, October 28, 2026 03:00 PM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0**, may register themselves on

<https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.gov.pk).

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Instructions to Bidders

A. Introduction

1. Scope of Bids

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-Two Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. Source of Funds

2.1. Source of funds is referred in Clause-1 of Procurement Notice.

3. Fraud & Corruption

3.1. As defined under Rule 2(1)(x) of Public Procurement Rules, 2026.

4. Eligible Bidders

4.1. A bidder shall be eligible to participate in a procurement process, if it—

4.1.1. possesses the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and past performance necessary to complete the procurement contract,

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. has not been declared bankrupt or, in the case of company or firm, insolvent or being wound up and its activities or affairs are suspended by a Competent Authority or by the Court of law;

4.1.4. is not under any legal proceedings which may result in bankruptcy or any other situation entailing the total or partial loss of the right to administer and dispose of the property;

4.1.5. has not been convicted by a final judgment of a Court of Law,

4.1.6. is not blacklisted by the procuring agency or cross-debarred by the Authority at the time of the submission of bid;

4.1.7. is not blacklisted or debarred at the time of the submission of bid by an international financial institution, international organizations, or other multilateral development Bank for the period defined by them; and

4.1.8. is not convicted in the case of a company, its owners and beneficial owners, directors or officers of a criminal offence related to-

4.1.8.1. its professional conduct; or

4.1.8.2. a prohibited practice within the period specified in the tender documents and has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been debarred from a procurement process in Pakistan.

4.2. Except as permitted under the Ordinance, rules and regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that-

4.2.1. discriminates against or among a bidder or against categories of bidders; or

4.2.2. is not required for the performance of the procurement contract; or

4.2.3. is not related to the avoidance of management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

5. Qualification of the Bidder

5.1. All Bidders shall provide Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

6. Contents of Standard Bidding Document

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued in accordance with **ITB 6.1** include:

Section I -Invitation to Bid

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.

Section V Fraud & Corruption

Section VI General Conditions of Contract (GCC)

Section VII Special Conditions of Contract (SCC)

Section VIII Contract Forms

6.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

7. Clarifications

7.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no

later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

7.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

7.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 8** .

7.4. If indicated **in the BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

7.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 8** .

7.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.

No change in the prices or substance of the bid shall be sought, offered, or

permitted.

The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a bid:

- 7.6.1. evaluation & qualification criteria;
- 7.6.2. required scope of work or specifications;
- 7.6.3. all securities requirements;
- 7.6.4. tax requirements;
- 7.6.5. terms and conditions of bidding documents; and
- 7.6.6. change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

8. Amendment of Bidding documents

8.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to **ITB 8 .1** shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

8.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring

Agency may, at its discretion, extend the deadline for the submission of bids after record reason in writing:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

9. Documents Constituting the Bids

9.1. The bids prepared by the bidders shall constitute the following components: -

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB 10 and 11;

9.1.2. Documentary evidence established in accordance with ITB 8 that services to be provided by the bidder are eligible services, and conform to the bidding documents;

9.1.3. Documentary evidence established in accordance with ITB 9 that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established in accordance with ITB 9.3 that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with ITB 14; and

9.1.6. Any other document required in the BDS.

10. Documents Establishing Eligibility of the Services and Conformity to bidding documents

10.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

10.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

11. Documents Establishing Eligibility and Qualification of the Bidder

11.1. Pursuant to ITB 8, the bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country.

11.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

11.3.1. the bidder has the financial, technical, provisions of services and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

11.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

12. Form of Bid

12.1. The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.

13. Bids Prices

13.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

13.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed

to be included in the prices of other items.

13.3. The Bid price to be quoted in the Forms of Bid in accordance with ITB 10 shall be the total price of the bid, excluding any discounts offered.

13.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

13.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected pursuant to ITB 28, unless otherwise price adjustment is permissible under Conditions of the Contract.

14. Price Adjustment

14.1. Price adjustment shall not be applicable on the contract with less than 12 months period.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services upto maximum 15% on annual basis.

14.3. Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the condition that clause 11.2 shall not be applicable in that case.

15. Bids Currencies

15.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

16. Bid Validity Period

16.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

17. Bid Security or Bid Securing Declaration

17.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Form 9 The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

17.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 14.5

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in 14.5 are invoked.

17.4. Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 13. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

17.4.1. the expiry of the Bid Security;

17.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

17.4.3. the rejection by the Procuring Agency of all Bids;

17.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

17.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

17.5.1. if a bidder:

17.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

17.5.1.2. does not accept the correction of errors pursuant to ITB 23; or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with ITB 32; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with ITB 33.**

17.6. The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.

18. Alternative Bids by Bidders

18.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

18.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Section V, Evaluation and Qualification Criteria.

19. Withdrawal, Substitution, and Modification of Bids

19.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

20. Format and Signing of Bids

20.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS v2.0.

D. Submission of Bids

21. Submission of Bids through EPADS v2.0 before Dead deadline

21.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

22. Opening & Evaluation of Bids by the Procurement Cell

22.1. As per Rule 10 of Public Procurement Rules, 2026 (PA to establish a Procurement Cell which shall carryout procurements a per Rule 10 of Public Procurement Rules, 2026)

23. Opening & Evaluation of Bids by the Bid Evaluation Committee

23.1. As per Rule 11 of Public Procurement Rules, 2026 (PA to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements with an estimated value up to two billion rupees)

24. Third Party Validation

24.1. **In compliance with Rule 12** of Public Procurement Rules, 2026, the third-party validation committee or firm shall validate all procurements above five hundred million and up to two 2 billion rupees. The third-party validation shall be conducted at specifications, bidding documents preparation, technical (if any) & final evaluation stages.

25. External Bid Evaluation Committee

25.1. **As per Rule 13 of Public Procurement Rules, 2026**, procurements with an estimated value above two billion rupees shall be opened and evaluated by the Procuring Agency's notified External Bid Evaluation Committee.

26. Opening of Bids

26.1. The Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.

26.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (b) the presence of a bid security, if required; and (c) any other details as the procuring agency may consider appropriate.

26.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline.

26.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

27. Confidentiality

27.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

27.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

28. Preliminary Examination of Bids

28.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

28.1.1. meets the eligibility criteria defined in **ITB 3**;

28.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

28.1.3. is accompanied by the required securities; and

28.1.4. is substantially responsive to the requirements of the bidding document.

28.2. The procuring agency will confirm that the documents and information specified under **ITB 7,8 and 9** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

28.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

29. Examination of Terms and Conditions, Technical Evaluation

29.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21**, to confirm that all requirements specified in **Section V - Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed in the bidding document have

been met without material deviation or reservation.

29.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **ITB 21**, it shall reject the bids.

30. **Correction of Errors**

30.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

30.1.1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

30.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

30.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

30.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

30.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 14**.

31. **Conversion to Single Currency**

31.1. As per Rule 42(2) of Public Procurement Rules, 2026.

32. Evaluation of Bids

32.1. The procuring agency shall evaluate bids in accordance with Rule 42 of Public Procurement Rules, 2026 and compare only those bids determined to be substantially responsive, pursuant to **ITB 21**.

32.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the **Bid Data Sheet (BDS)** and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

32.3. **In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.**

32.4. The Procuring agency/Employer's evaluation of a bid will take into account:

32.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

32.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 30**;

32.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 31**;

32.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

32.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

33. Determination of Most Advantageous Bids

33.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

34. Abnormally Low Financial Bids

34.1. Subject to sub-rule (2), a procuring agency may, in the procurement of goods, works and services, reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement such that it raises material concerns on the part of the procuring agency as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

34.2. A procuring agency shall not reject a bid as abnormally low under sub-rule (1) unless the procuring agency—

34.2.1. requested through EPADS from the bidder a written clarification of bid, including a detailed price analysis of its bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding documents; and

34.2.2. having taken into account the information provided by the bidder in response to a request under clause (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily against the offered price.

34.3. The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision. The procuring agency may reinitiate the bidding process after communication of such decision.

34.4. Every abnormally low bid shall be investigated in order to determine the reason for submitting the bid including whether the bid was submitted in order to remove other bidders from competition.

34.5. In case it is established after investigation that the bidder submitted an abnormally low bid to remove other bidders from competition or to frustrate the bidding process, the procuring agency may blacklist the bidder in accordance with Rule 25(1)(d).

35. Rejection of Bids

35.1. As per Rule 45 of Public Procurement Rules, 2026

36. Cancellation of procurement

36.1. As per Rule 46 of Public Procurement Rules, 2026

37. Single Responsive Bid

37.1. The procuring agency may consider single responsive subject to underlying conditions of Rule 50 of Public Procurement Rules, 2026.

38. Alternate Dispute Resolution (ADR)

38.1. As per Rule 66 of Public Procurement Rules, 2026

39. Arbitration Clause

39.1. (Appointing Authority for the Arbitrator shall be Chief justice of Honorable Islamabad High Court OR Managing Director (PPRA) OR Secretary (Ministry of Law & Justice),

40. Fee of the Arbitrator

40.1. The fee shall be specified in PKR as determined by the Appointing Authority and shall be shared equally by each party.

41. Socio-economic development

41.1. As per Rule 63 of Public Procurement Rules, 2026, PA to encourage the inclusiveness of small and medium enterprises, and marginalized groups by according preferences in line with the notified policies of the Federal Government

42. Environmental objectives

42.1. As per Rule 64 of Public Procurement Rules, 2026, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured.

F. Award of Contract

43. Appointment of Contract Manager

43.1. The procuring agency shall designate a Contract Manager for each procurement or class of procurement who shall manage the contract as per Rule 58 & 59 of Public Procurement Rules, 2026.

44. Criteria of Award

44.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as Successful Bid .

45. Procuring Agency's Right to reject All Bids

45.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

45.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

46. Procuring Agency's Right to Vary Quantities at the Time of Award

46.1. The procuring agency reserves the right, at the time of contract award, to increase or decrease not more than 15% of the original scope of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in

the **Bid Data Sheet (BDS)**. This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.

47. Notification of Award

47.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

47.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Award will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

47.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee in accordance with **ITB 33** and signing of the contract in accordance with **ITB 32**.

48. Signing of Contract

48.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

49. Performance Guarantee

49.1. After the receipt of the Letter of Award, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

49.2. Failure of the successful bidder to comply with the requirement of **ITB 33.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may

make the award to the next ranked bidder or call for new bids.

50. Advance Payment

50.1. The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.

51. Arbitration

51.1. The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.

52. Corrupt & Fraudulent Practices

52.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. Grievance Redressal & Complaint Review Mechanism

53. Constitution of Grievance Redressal

53.1. The Principal Accounting Officer or head of procuring agency or any authorized officer shall constitute a committee comprising of odd number of members completely outside the procuring agency from any other procuring agency or from the pool of experts maintained by the Authority and accessible through EPADS with necessary powers and authorizations, to address the complaints of bidders or parties that may occur prior to the entry into force of the procurement contract.

53.2. Any party may file a written complaint, two days prior to the proposal submission deadline, against the eligibility parameters, evaluation criteria or

any other terms and conditions described in the bidding documents, if found contrary to the provisions of the procurement regulatory framework, and the same shall be addressed by the GRC.

53.3. Any bidder or party feeling aggrieved by any act of the procuring agency after the submission of bid, may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.

53.4. In case, the complaint is filed against the technical or final evaluation report, the GRC may suspend the procurement proceedings till the decision.

53.5. In case, the complaint is filed after the issuance of the final evaluation report, the complainant may not raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage-single envelope bidding procedure is adopted.

53.6. The GRC shall investigate and decide upon the complaint within ten days of its receipt.

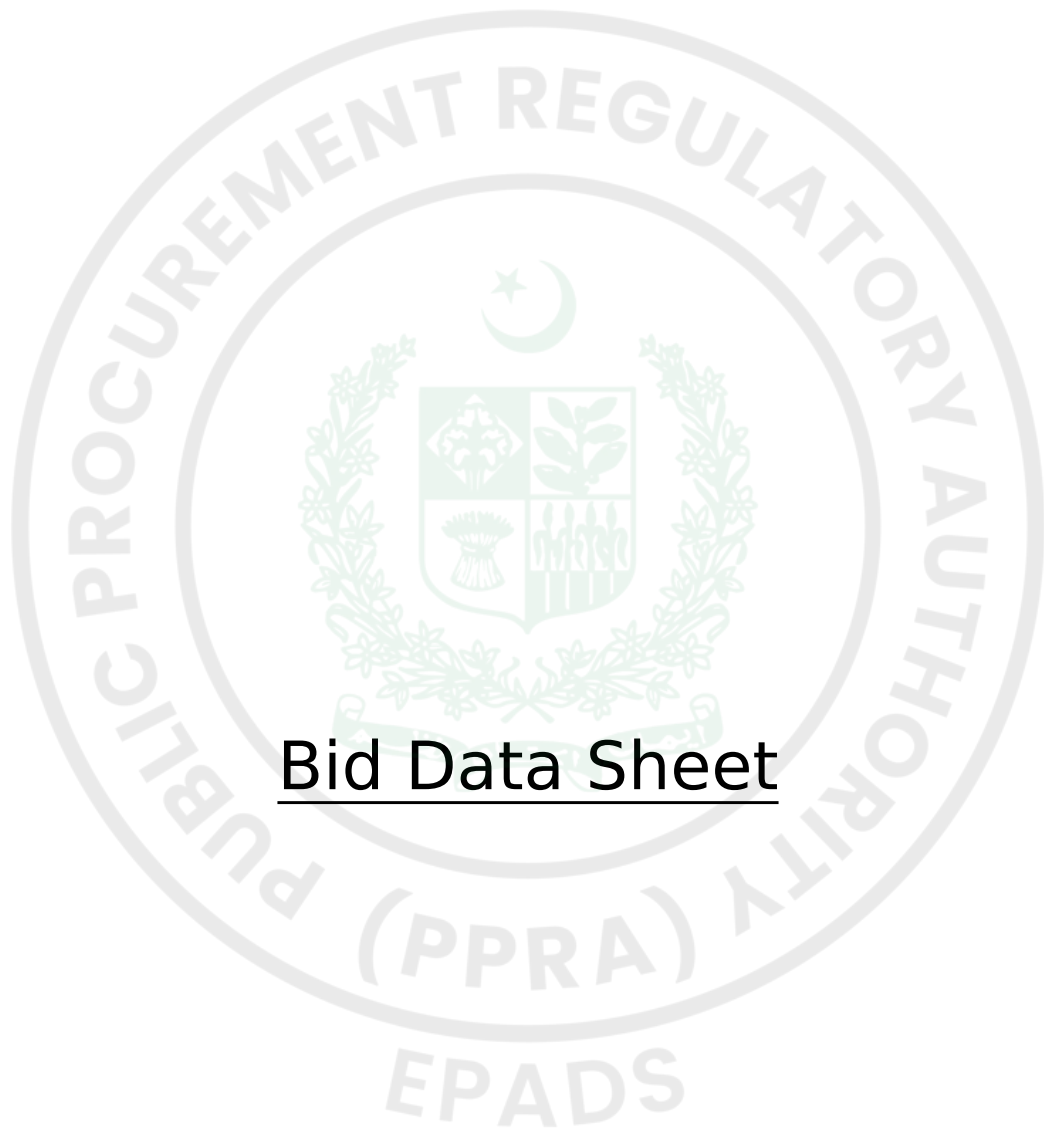
53.7. Any bidder or party not satisfied with the decision of the GRC or if GRC fails to decide within ten days under sub-rule 6, may file an appeal before the Appellate Committee of the Authority, comprising odd number of members including an external member within ten days of communication of decision subject to depositing the prescribed fee and in accordance with the procedure determined by the Authority. The Appellate Committee of the Authority shall decide the appeal within 45 days from the receipt of the appeal. The Appellate Committee may suspend the process of award of contract to such period as deemed appropriate during the pendency of appeal. The decision of the Appellate Committee of the Authority shall be considered as final.

H. Blacklisting/ Debarment

55. Procedure for Blacklisting/Debarment

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-25 of the Public Procurement Rules, 2026 , Mechanism for Blacklisting, Debarment Regulations, 2026 and “procedure for filling and disposal of review petition under rule-25(6) of Public Procurement Rules, 2026.





Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number

ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1

ITB Number 1.1

Name of Procuring Agency: **Virtual University of Pakistan (Virtual University of Pakistan (VU))**

The subject of procurement is: **SHORT MESSAGE SERVICES (SMS) (ICT)**
Tender No. VU/26-27/09/900

Expected commencement date: **Monday, November 16, 2026**

BDS Clause Number 2

ITB Number 2.1

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P157149**

BDS Clause Number 3

ITB Number 4.6

JV/Consortium or Association Allowed: **No**

Number of JV/Consortium Members: **Nil**

B. Bidding Documents

BDS Clause Number 4

ITB Number 7.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Sunday, October 25, 2026

BDS Clause Number 5

ITB Number 8.1

Any addendum, in case issued, shall be published on **Virtual University of Pakistan (Virtual University of Pakistan (VU))** website and on **EPADS v2.0**.

BDS Clause Number 6

ITB Number 9.1

List of documents required along with the bid:

1. Bidder must have valid license or letter of authorization by the authority to provide the SMS services. (Certificate of valid license of provided Services) Bidder should be in Operations in Pakistan (Copy of Certificate(s) of incorporation or Registration document showing legal status for operations in Pakistan. Bid Security GST, NTN and SECP Certificates Declaration over blacklisting - Stamp Paper Financial Soundness / Account Maintenance Certificate Tender Fee Rs. 1,000 Last 3 Tax returns

BDS Clause Number 7

ITB Number 11.1

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8

ITB Number 7.6

Services and Their related documents:

See section Required Services and Scope of Work

BDS Clause Number 9

ITB Number 13.1 & 13.2

Price schedule will be provided according to the format defined and acquired.

see section price schedule.

BDS Clause Number 10

ITB Number 7.6.2

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

ITB Number 13.5

The price shall be **Fixed**.

BDS Clause Number 12

ITB Number 15.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 13

ITB Number 16.1

The Bids/Bid Validity period shall be: **360 Days**

BDS Clause Number 14

ITB Number 17.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

Instrument of Bid Security Shall be in the Name of : **Virtual University of Pakistan**

The Bid Security shall be in the form of: **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft**

BDS Clause Number 15

ITB Number 17.3

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 180 days so the bid security shall be valid for $180+28 = 208$ days.

BDS Clause Number 16

ITB Number 18.1

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17

ITB Number 21.1

Bid shall be submitted online on **EPADS v2.0** whereas hard copy of the bid security should be submitted to the following;

19- Ataturk Avenue, G-5/1, Islamabad, Islamabad Capital Territory

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Wednesday, October 28, 2026 02:30 PM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

ITB Number 26.1

The Bids opening shall take place on **EPADS v2.0**.

Day : **Wednesday**

Date: **Wednesday, October 28, 2026**

Time : **03:00 PM**

BDS Clause Number 19

ITB Number 32.1

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see Evaluation Criteria

F. Award of Contract

BDS Clause Number 20

ITB Number 49.1

The Performance guarantee shall: **0%**.

The Performance Guarantee shall be acceptable in the form of: **Nil**

BDS Clause Number 21

ITB Number 51.1

Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

BDS Clause Number 22

ITB Number 53.1

Grievence against this procurement shall be submitted online on **EPADS v2.0**.



Eligibility Criteria

Bidder's Type	Required Registration
Any	FBR (NTN) FBR (GSTN) SECP

Eligibility Criteria	Document
Technical (Certificate(s) required 1 The Bidder must have valid license or letter of authorization by the authority to provide the SMS services. (Certificate of valid license of provided Services) 2 The Bidder should be in Operations in Pakistan (Copy of Certificate(s) of incorporation or Registration document showing legal status for operations in Pakistan.	Yes
Bid Security in the shape of DD/PO/CDR or a Bank Guarantee amounting to Rs. 1,500,000/- Tender document duly filled, signed & stamped by the bidder Tender Fee Rs. 1,000/- in shape of paid Bank Deposit Slip Financial soundness certificate / Account Maintenance Certificate issued by Bidder's bank (not older than 03 months) Affidavit on Rs.100 stamp paper that the bidder/firm/company is not Blacklisted from PPRA Copy of NTN & GST certificate Copies of Last Three Tax Return of both Income Ta	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation %	
100	

Technical Marks	100
Passing Marks	100
Technical Evaluation Criteria	
The Bidder must have valid license or letter of authorization by the authority to provide the SMS services. (Certificate of valid license of provided Services) (Qualitative)(Doc Required)	50
The Bidder should be in Operations in Pakistan (Copy of Certificate(s) of incorporation or Registration document showing legal status for operations in Pakistan. (Qualitative)(Doc Required)	50

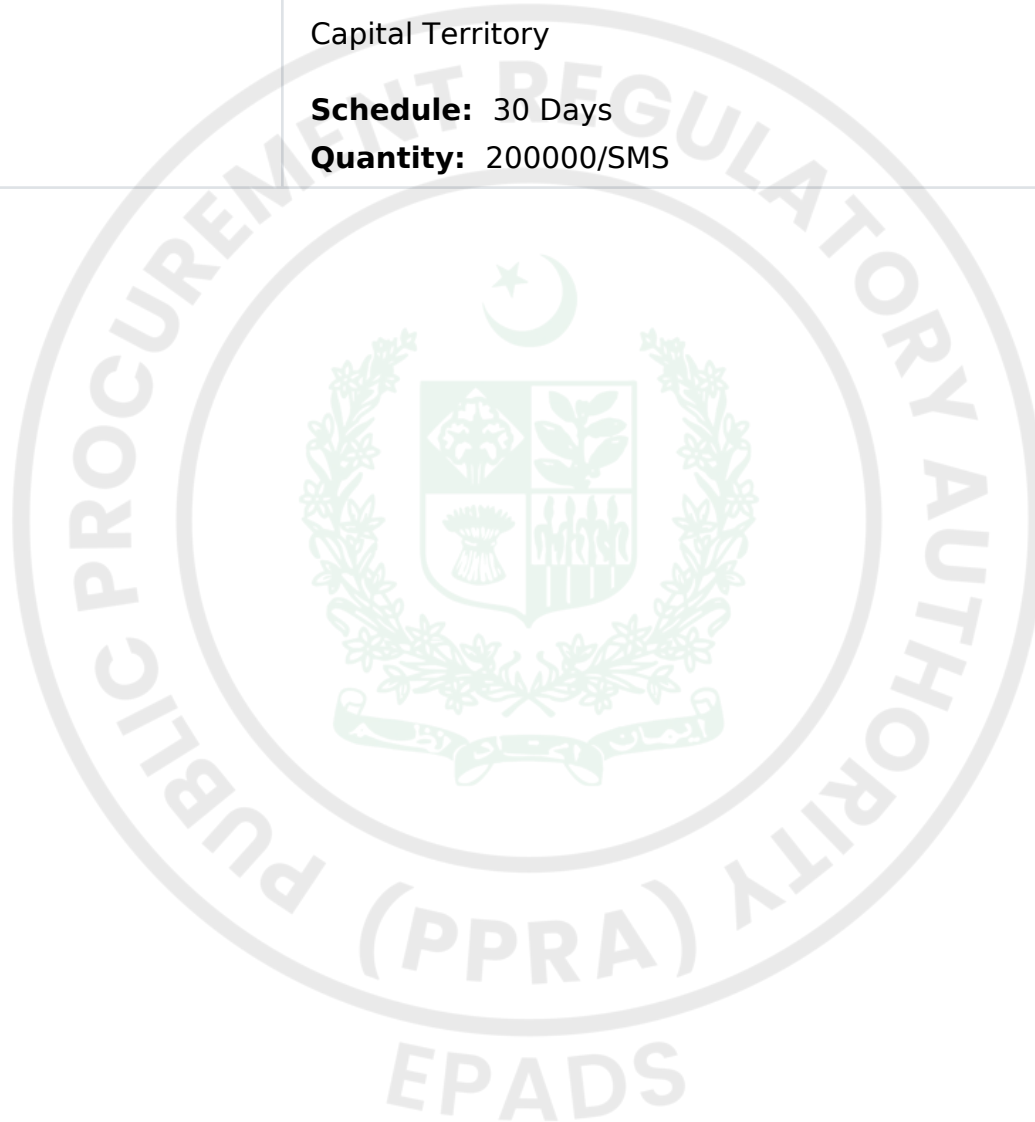
Required Services

Lot Title : Short Message Services (SMS)

Bid Security : 1500000 PKR

Position	Delivery Schedule	Quantity
One-way SMS Transactional (IT Department)	Address: 19- Ataturk Avenue, G-5/1, Islamabad, Islamabad Capital Territory Schedule: 30 Days Quantity: 1800000/SMS	1800000/SMS
One-way SMS Promotional (Marketing Department)	Address: 19- Ataturk Avenue, G-5/1, Islamabad, Islamabad Capital Territory Schedule: 30 Days Quantity: 2500000/SMS	2500000/SMS
One-way SMS Transactional (Examinations Department)	Address: 19- Ataturk Avenue, G-5/1, Islamabad, Islamabad Capital Territory Schedule: 30 Days Quantity: 1500000/SMS	1500000/SMS

Position	Delivery Schedule	Quantity
One-way SMS Transactional (DigiSkills Training Project)	Address: 19- Ataturk Avenue, G-5/1, Islamabad, Islamabad Capital Territory Schedule: 30 Days Quantity: 200000/SMS	200000/SMS



Related Services :

No



Services Specifications

Lot Title : Short Message Services (SMS)

Position: One-way SMS Transactional (IT Department)

Specifications / Requirements:

APPLICABLE TO ALL 04 ITEMS VU intends to procure SMS volume for a period of one (1.0) Year. Mask: Character length is between 3 to 11 characters. Option of creating customized masks must be available. Charges: SMS will be charged based on 160 characters per English SMS. Configuration: Configuration of offered packages for all three segments (as given in table below) with VU System(s) will be the responsibility of the vendor. VU System(s) details will be provided after finalization of tender. The quoted rates shall remain valid for a period of One (01) Year from the date of issuance of Purchase Order, which will be extendable on yearly / half yearly basis at quoted approved rates, with mutual understanding of both the parties up to maximum of three (03) years. 4. MANDATORY OPERATIONAL REQUIREMENT a) The selected bidder shall provide Local SMS Service. b) The selected bidder shall Provide SMS Services One Way. c) SMS should be sent with Masking. d) Delivery on all regular and ported telecom numbers must be with Masking. e) Friendly user SMS web portal. f) API facility integration with VU System(s). g) Provision of bulk SMS delivery in single API call, must be available. h) Urdu SMS Facility (optional). i) Separate activation will be required for all above three segments. j) Separate billing of all above three segments will be required. k) Separate operational accounts for vendor SMS web portal of all above three segments will be required. l) Separate operational accounts for vendor SMS API integration of all above three segments will be required. m) Separate Masks (PTA approved) should be provided for all above three segments. n) 100% of ordered SMS volume will be provided on the date of activation of services for all above three segments. o) All the messages should be sent via transactional route and Promotional route as per segment requirement. p) Capability to send SMS to any SMS capable mobile phone on supporting networks. q) Graphical reports of SMS usage. r) Complete log of SMS delivered or dropped at any point of date or time of all above three segments will be required. s) Delivery reports of campaigns can be extracted from delivery report tab along with time and status. t) Detailed Analytics/Graphs: The SMS system will generate periodic graphical and tabular downloadable reports campaign wise, time wise and mask wise. The system should provide at least six months historical data.

Position: One-way SMS Promotional (Marketing Department)

Specifications / Requirements:

APPLICABLE TO ALL 04 ITEMS VU intends to procure SMS volume for a period of one (1.0) Year. Mask: Character length is between 3 to 11 characters. Option of creating customized masks must be available. Charges: SMS will be charged based on 160 characters per English SMS. Configuration: Configuration of offered packages for all three segments (as given in table below) with VU System(s) will be the responsibility of the vendor. VU System(s) details will be provided after finalization of tender. The quoted rates shall remain valid for a period of One (01) Year from the date of issuance of Purchase Order, which will be extendable on yearly / half yearly basis at quoted approved rates, with mutual understanding of both the parties up to maximum of three (03) years. 4. MANDATORY OPERATIONAL REQUIREMENT a) The selected bidder shall provide Local SMS Service. b) The selected bidder shall Provide SMS Services One Way. c) SMS should be sent with Masking. d) Delivery on all regular and ported telecom numbers must be with Masking. e) Friendly user SMS web portal. f) API facility integration with VU System(s). g) Provision of bulk SMS delivery in single API call, must be available. h) Urdu SMS Facility (optional). i) Separate activation will be required for all above three segments. j) Separate billing of all above three segments will be required. k) Separate operational accounts for vendor SMS web portal of all above three segments will be required. l) Separate operational accounts for vendor SMS API integration of all above three segments will be required. m) Separate Masks (PTA approved) should be provided for all above three segments. n) 100% of ordered SMS volume will be provided on the date of activation of services for all above three segments. o) All the messages should be sent via transactional route and Promotional route as per segment requirement. p) Capability to send SMS to any SMS capable mobile phone on supporting networks. q) Graphical reports of SMS usage. r) Complete log of SMS delivered or dropped at any point of date or time of all above three segments will be required. s) Delivery reports of campaigns can be extracted from delivery report tab along with time and status. t) Detailed Analytics/Graphs: The SMS system will generate periodic graphical and tabular downloadable reports campaign wise, time wise and mask wise. The system should provide at least six months historical data.

Position: One-way SMS Transactional (Examinations Department)

Specifications / Requirements:

APPLICABLE TO ALL 04 ITEMS VU intends to procure SMS volume for a period of one (1.0) Year. Mask: Character length is between 3 to 11 characters. Option of creating customized masks must be available. Charges: SMS will be charged based on 160 characters per English SMS. Configuration: Configuration of offered packages for all three segments (as given in table below) with VU System(s) will be the responsibility of the vendor. VU System(s) details will be provided after finalization of tender. The quoted rates shall remain valid for a period of One (01) Year from the date of issuance of Purchase Order, which will be extendable on yearly / half yearly basis at quoted approved rates, with mutual understanding of both the parties up to maximum of three (03) years. 4. MANDATORY OPERATIONAL REQUIREMENT a) The selected bidder shall provide Local SMS Service. b) The selected bidder shall Provide SMS Services One Way. c) SMS should be sent with Masking. d) Delivery on all regular and ported telecom numbers must be with Masking. e) Friendly user SMS web portal. f) API facility integration with VU System(s). g) Provision of bulk SMS delivery in single API call, must be available. h) Urdu SMS Facility (optional). i) Separate activation will be required for all above three segments. j) Separate billing of all above three segments will be required. k) Separate operational accounts for vendor SMS web portal of all above three segments will be required. l) Separate operational accounts for vendor SMS API integration of all above three segments will be required. m) Separate Masks (PTA approved) should be provided

for all above three segments. n) 100% of ordered SMS volume will be provided on the date of activation of services for all above three segments. o) All the messages should be sent via transactional route and Promotional route as per segment requirement. p) Capability to send SMS to any SMS capable mobile phone on supporting networks. q) Graphical reports of SMS usage. r) Complete log of SMS delivered or dropped at any point of date or time of all above three segments will be required. s) Delivery reports of campaigns can be extracted from delivery report tab along with time and status. t) Detailed Analytics/Graphs: The SMS system will generate periodic graphical and tabular downloadable reports campaign wise, time wise and mask wise. The system should provide at least six months historical data.

Position: One-way SMS Transactional (DigiSkills Training Project)

Specifications / Requirements:

APPLICABLE TO ALL 04 ITEMS VU intends to procure SMS volume for a period of one (1.0) Year. Mask: Character length is between 3 to 11 characters. Option of creating customized masks must be available. Charges: SMS will be charged based on 160 characters per English SMS. Configuration: Configuration of offered packages for all three segments (as given in table below) with VU System(s) will be the responsibility of the vendor. VU System(s) details will be provided after finalization of tender. The quoted rates shall remain valid for a period of One (01) Year from the date of issuance of Purchase Order, which will be extendable on yearly / half yearly basis at quoted approved rates, with mutual understanding of both the parties up to maximum of three (03) years. 4. MANDATORY OPERATIONAL REQUIREMENT a) The selected bidder shall provide Local SMS Service. b) The selected bidder shall Provide SMS Services One Way. c) SMS should be sent with Masking. d) Delivery on all regular and ported telecom numbers must be with Masking. e) Friendly user SMS web portal. f) API facility integration with VU System(s). g) Provision of bulk SMS delivery in single API call, must be available. h) Urdu SMS Facility (optional). i) Separate activation will be required for all above three segments. j) Separate billing of all above three segments will be required. k) Separate operational accounts for vendor SMS web portal of all above three segments will be required. l) Separate operational accounts for vendor SMS API integration of all above three segments will be required. m) Separate Masks (PTA approved) should be provided for all above three segments. n) 100% of ordered SMS volume will be provided on the date of activation of services for all above three segments. o) All the messages should be sent via transactional route and Promotional route as per segment requirement. p) Capability to send SMS to any SMS capable mobile phone on supporting networks. q) Graphical reports of SMS usage. r) Complete log of SMS delivered or dropped at any point of date or time of all above three segments will be required. s) Delivery reports of campaigns can be extracted from delivery report tab along with time and status. t) Detailed Analytics/Graphs: The SMS system will generate periodic graphical and tabular downloadable reports campaign wise, time wise and mask wise. The system should provide at least six months historical data.

Scope of Work

1. OBJECTIVE

The Virtual University of Pakistan (VU) intends to acquire Bulk One-Way Local SMS Services. The objective of VU is to provide a reliable and economical SMS Services for various VU Projects, Programs and direct contact with students, faculty and public across the country.

1. SCOPE OF WORK

VU intends to procure **SMS volume** for a period of one (1.0) Year.

Mask: Character length is between 3 to 11 characters.

Option of creating customized masks must be available.

Charges: SMS will be charged based on 160 characters per English SMS.

Configuration: Configuration of offered packages for all three segments (as given in table below) with VU System(s) will be the responsibility of the vendor. VU System(s) details will be provided after finalization of tender.

The quoted rates shall remain valid for a period of One (01) Year from the date of issuance of Purchase Order, which will be extendable on yearly / half yearly basis at quoted approved rates, with mutual understanding of both the parties up to maximum of three (03) years.

1. MANDATORY OPERATIONAL REQUIREMENT

1. The selected bidder shall provide Local SMS Service.
 2. The selected bidder shall Provide SMS Services One Way.
 3. SMS should be sent with Masking.
 4. Delivery on all regular and ported telecom numbers must be with **Masking**.
 5. Friendly user SMS web portal.
 6. API facility integration with VU System(s).
 7. Provision of bulk SMS delivery in single API call, must be available.
 8. Urdu SMS Facility (optional).
 9. Separate activation will be required for all above three segments.
 10. Separate billing of all above three segments will be required.
 11. Separate operational accounts for vendor SMS web portal of all above three segments will be required.
 12. Separate operational accounts for vendor SMS API integration of all above three segments will be required.
 13. Separate Masks (PTA approved) should be provided for all above three segments.
 14. 100% of ordered SMS volume will be provided on the date of activation of services for all above three segments.
- All the messages should be sent via **transactional route and Promotional route as per segment requirement**.
 - Capability to send SMS to any SMS capable mobile phone on supporting networks.

- Graphical reports of SMS usage.
- Complete log of SMS delivered or dropped at any point of date or time of all above three segments will be required.
- Delivery reports of campaigns can be extracted from delivery report tab along with time and status.
- Detailed Analytics/Graphs: The SMS system will generate periodic graphical and tabular downloadable reports campaign wise, time wise and mask wise. The system should provide **at least six months** historical data.

Brief Description

The Virtual University of Pakistan (VU) intends to acquire Bulk One-Way Local SMS Services. The objective of VU is to provide a reliable and economical SMS Services for various VU Projects, Programs and direct contact with students, faculty and public across the country.

Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		





General Conditions of Contract

A. General

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. “Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.

2. Applicable Law

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. Language

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. Notices

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.

5. Location

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in SCC.

6. Authorized Representatives / Authority of Member in charge

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the SCC.

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

7. Effectiveness of Contract

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

8. Commencement of Services

8.1. The Contractor shall confirm availability of required resources and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.

9. Program schedule

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. Starting Date/Expiration Date

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC**.

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.

11. Entire Agreement

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. Modification

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. Force Majeure

13.1. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Contractor and which makes a Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. Extension of Time

Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. Termination

14.1. By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. By the Contractor

The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within thirty (30) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. General

15.1. Standard of Performance

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. Law Applicable to Services

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. Conflict of Interests

16.1. Contractor Not to Benefit from Commissions and Discounts

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. Contractor and Affiliates Not to be Otherwise Interested in Project

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- 16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- 16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- 16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC**.

17. Insurance to be Taken Out by the Contractor

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. Contractor's Actions Requiring Procuring Agency's Prior Approval

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

- 18.1.1. appointing such members of the Personnel not provided by the Contractor;
- 18.1.2. changing the Program of activities; and
- 18.1.3. any other action that may be specified in the **SCC**.

19. Reporting Obligations

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. Liquidated Damages

20.1. Payments of Liquidated Damages

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC**.

20.3. Lack of performance penalty

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. Performance Guarantee

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Service Provider failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC.**

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. Sustainable Procurement

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

D. Contractor's Personnel

23. Description of Personnel

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. Removal and / or Replacement of Personnel

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. Change in the Applicable Law

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

26. Services and Facilities

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

27. Contract Price

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC.

28. Terms and Conditions of Payment

28.1. Payments will be made to the Contractor according to the payment schedule stated in the SCC and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. Quality Control Identifying Defects

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

30. Correction of Defects, and Lack of Performance Penalty

- 30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- 30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.
- 30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. Settlement of Disputes Amicable Settlement

- 31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. Dispute Settlement

32.1. Arbitration

- 32.1.1. **Alternate Dispute Resolution (ADR)**, After coming into force of the procurement contracts, disputes, between the parties to the contract may be settled by one or more alternate dispute resolution methods including Arbitration. Where an Alternate Dispute Resolution process other than Arbitration may not lead to an amicable settlement of dispute, Arbitration shall be resorted to.
- 32.1.2. The procuring agency shall specify mechanism for the appointment of an arbitrator expressly in the contract and the competent authority who shall appoint the arbitrator.
- 32.1.3. The laws of Pakistan shall apply to an arbitration unless specifically agreed to otherwise in the contract.



Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Definitions

The Procuring Agency is: Virtual University of Pakistan (Virtual University of Pakistan (VU)), Manager 19- Ataturk Avenue, G-5/1, Islamabad, Islamabad Capital Territory

Contractor is:

The title of the subject procurement is: SHORT MESSAGE SERVICES (SMS) (ICT) Tender No. VU/26-27/09/900

Number of GC Clause 2

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English**.

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

Virtual University of Pakistan (Virtual University of Pakistan (VU)), Manager
19- Ataturk Avenue, G-5/1, Islamabad, Islamabad Capital Territory
+92-300-065-6935
ejazqureshi@vu.edu.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

Virtual University of Pakistan (Virtual University of Pakistan (VU)), Manager
19- Ataturk Avenue, G-5/1, Islamabad, Islamabad Capital Territory
+92-300-065-6935
ejazqureshi@vu.edu.pk

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be

Number of GC Clause 14

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 16.

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10% to 10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

Instrument of Performance Guarantee shall be in the Name of : **Nil**

The amount of performance guarantee shall be 0% of the contract price in acceptable form of Nil

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause 28

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause 29

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Inspections & Tests Requirements

TERMS AND CONDITIONS FOR SUCCESSFUL BIDDER - as mentioned in bidding document prepared by Virtual University of Pakistan. Available at the end of SBDs.

Delivery & Documents

Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

1. Billing shall be separate for each SMS segment, as per agreed rates. 2. Payments shall be made subject to verification of usage reports and service delivery.

Number of GC Clause 31

Following is the guidance for Dispute Resolution

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.



Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.: **P157149**

To: **Virtual University of Pakistan (Virtual University of Pakistan (VU)), Manager 19- Ataturk Avenue, G-5/1, Islamabad, Islamabad Capital Territory**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.



Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the ____ day of _____ 20____ between **Virtual University of Pakistan (Virtual University of Pakistan (VU)), Manager 19- Ataturk Avenue, G-5/1, Islamabad, Islamabad Capital Territory**

(hereinafter called “the Procuring Agency”) of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **SHORT MESSAGE SERVICES (SMS) (ICT) Tender No. VU/26-27/09/900 (P157149)** and has accepted a Bids by the Bidder for the provision of Services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and
8. *[add here: any other documents]*

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

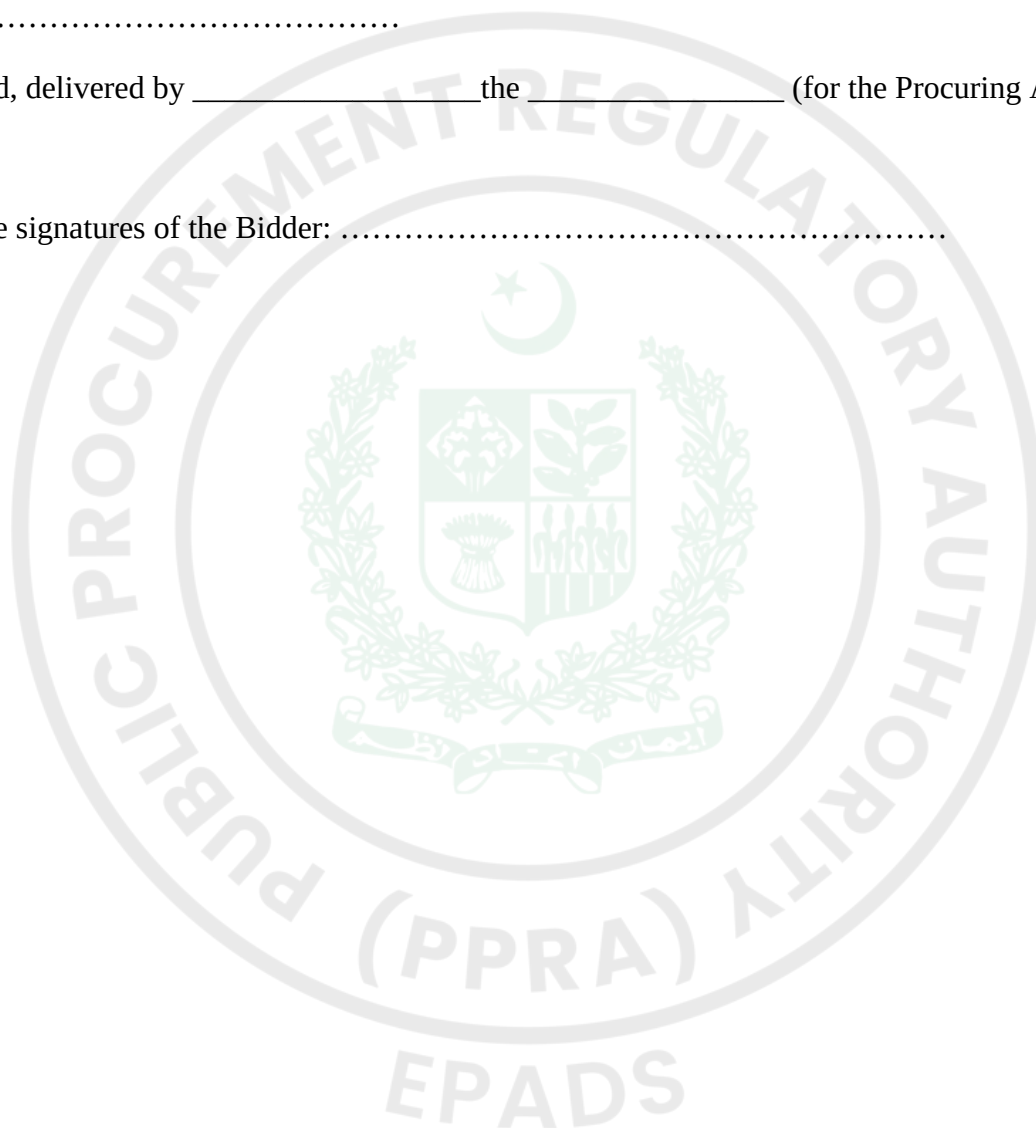
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder:





Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract

Number: Contract

Value: Contract Title:

Dated:

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

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

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



Performance Guarantee Form

Performance Guarantee Form

To: **Virtual University of Pakistan (Virtual University of Pakistan (VU)), Manager 19- Ataturk Avenue, G-5/1, Islamabad, Islamabad Capital Territory**

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Non-Consultancy Services(hereinafter called “the Contract”).

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

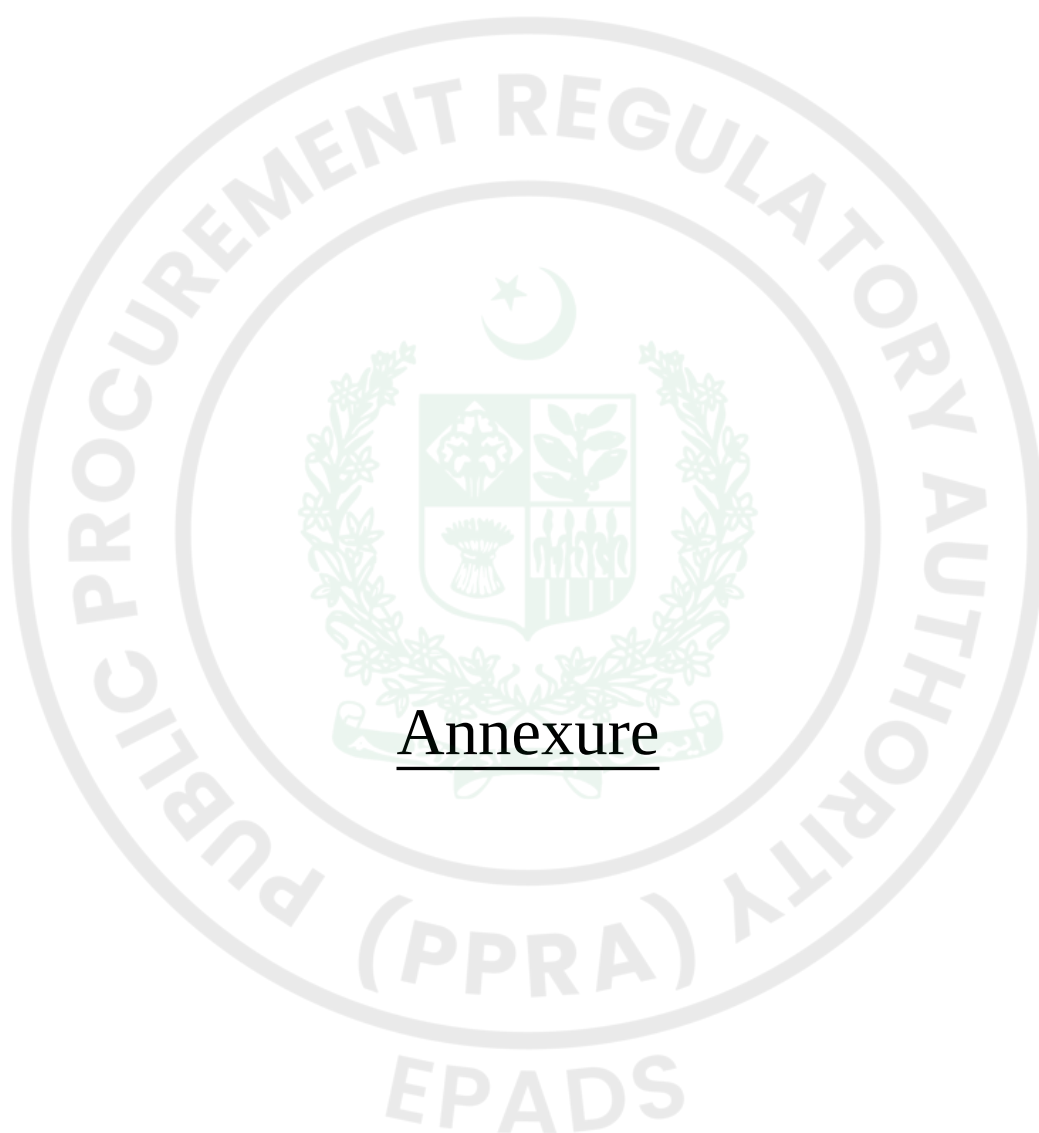
Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

VU Bidding document

VU Bidding document have complete details, scope, terms and conditions etc. which will be fully adhered.
Information (Read-Only)

See Form Under Additional Forms and Documents: **VU Bidding document** (page number: 76)





Procurement Forms







Additional Forms and Documents



Say No To Drugs

TENDER NOTICE

Through e Pak Acquisition and Disposal System (EPADS) v2.0

Sealed Tenders are invited through (EPADS v2.0) <https://epads.gov.pk> from the Firms who are registered with Tax Authorities on Active Taxpayers List (ATL) of FBR, for the following;

Sr. No.	Description	Tender Fee (Rs.)	Tender Opening Date	Tender Receiving/ Opening Time
1.	Tender No. VU/26-27/09/900 Short Message Services (SMS) (IT)	1,000/-	October 28, 2026	Receiving: 02:30pm Opening: 03:00pm

Tender documents for the above-mentioned tender are also available on the Virtual University of Pakistan website (<https://www.vu.edu.pk/Opportunities/Tenders>). However, bids shall be submitted only through EPADS v2.0. Any bid submitted through any other mode shall not be considered.

The complete tendering process shall be carried out through EPADS v2.0.

Interested bidders are required to register themselves on EPADS v2.0 (<https://epads.gov.pk>) and submit their bids electronically through the EPADS v2.0 portal.

The Bid Security (if applicable), in the amount and form specified in the bidding documents and drawn in favor of the Virtual University of Pakistan, shall be uploaded as a scanned copy on EPADS v2.0.

The original Bid Security, along with one hard copy of the sealed bid, must also be submitted physically to the Virtual University of Pakistan at the address provided below on or before the bid closing date and time.

Bids requiring Bid Security that are submitted without the prescribed Bid Security shall be rejected.

The bid submission and opening schedule shall be strictly observed.

The University reserves the right to accept or reject any bid, or to annul the procurement process at any stage, in accordance with the provisions of the Public Procurement Rules, 2004.

This Tender Notice is also available on the PPRA website (www.ppra.gov.pk) and the Virtual University of Pakistan website.



PROCUREMENT DEPARTMENT

DIRECTORATE OF FINANCE, VIRTUAL UNIVERSITY OF PAKISTAN
SIR SYED MEMORIAL SOCIETY BUILDING 19-ATATURK AVENUE, G-5/1, ISLAMABAD

Phone No: 051-111-880-880 | Extensions: 1354 / 1323 / 3631

Email: po@vu.edu.pk | www.vu.edu.pk | VU NTN: 4388557-8

PID (I) No.3313/26

TENDER DOCUMENT

SHORT MESSAGE SERVICES (SMS) (ICT)

Tender No. VU/26-27/09/900

This tender will be opened on **October 28, 2026 at 03:00pm** in the Procurement Department, Virtual University of Pakistan, Sir Syed Memorial Society, 19-Ataturk Avenue, G-5/1, Islamabad.

Name of Firm/Company: _____

Office Address: _____

Contact Person: _____ Designation: _____

Phone No: _____ Fax No: _____ Cell No: _____

GST Reg. No: _____ N.Tax Number: _____

Active email address (in CAPITAL letters): _____

Status of Firm/Company (Pls. tick appropriate box)

PTA-licensed Cellular Mobile Operator (CMO) ☐

General Services Provider / Reseller ☐

ITEMS MARKED WITH (*) MUST BE ATTACHED: OTHERWISE, YOUR BID WILL BE DECLARED AS NON-RESPONSIVE.

PROCUREMENT METHOD:

“SINGLE STAGE TWO ENVELOPS BIDDING PROCEDURE”

1. Bidding is on the basis of National Competitive Bidding (NCB) in accordance with “Single Stage Two Envelope Bidding Procedure” comprising of “Technical Proposal & Financial Proposal” (Separately Sealed) in single package, as per PPRA Rules 2026 Clause No. 27(b).
2. No bid shall be considered if;
 - Not uploaded at EPADS v2.0
 - Not provided in shape of hard copy by the given schedule at given location
 - Both uploaded and hard copies of the bids must be with the same bidder name
 - Received without Original Bid Security (if any) and Tender Fee in a single envelop
3. Tender document duly completed should reach the Procurement Department, Directorate of Finance, Virtual University of Pakistan, not later than **02:30 pm on October 28, 2026**. Late Tenders will not be entertained. No telegraphic or faxed bid will be accepted.
4. Technical Proposals shall be opened at **03:00 pm on the same date** in the office of Procurement Department, Directorate of Finance, Virtual University of Pakistan, Islamabad.
5. **VU shall open all bids through EPADS v2.0 as per given schedule and place specified above, in presence of the bidders’ representatives who choose to attend the meeting and shall sign an attendance sheet as evidence of their presence.**

6. Sealed Financial Proposals shall be held in safe custody. Financial Proposals will be opened publicly after completing the technical evaluation, in the presence of technically qualified bidder(s), on the date and the timings given afterwards.
7. Financial Proposals of technically non-qualified bidder(s) shall be returned un-opened / not considered.
8. If two or more bidders quote the same price in Financial Proposal, then the contract will be equally divided among all those bidder(s) or will be awarded to the bidder with better technical specification or Virtual University may ask the bidders to submit Financial Proposal again.



TERMS AND CONDITIONS:

1. The notice published in the media shall be considered an integral part of this tender document.
2. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents carefully. Failure to furnish the required information may result in the rejection of the Bid.
3. Tender shall be opened on the given date, time and venue. In the case of holiday on given tender opening date, same shall be opened on next working day.
4. Tender should be addressed to the Director Finance, Virtual University of Pakistan.
5. VU takes no responsibility for delay, loss or non-receipt of bids sent by post/courier.
6. Original tender Document, along with item specifications must be attached. All pages must be signed and stamped. (*)
7. Technical evaluation shall be carried out by the Technical Evaluation Committee and finalized according to the recommendations of the Committee.
8. Please attach financial soundness certificate / Account Maintenance Certificate issued by your bank which should not be older than 03 months. (*)
9. The bidder must submit an "Affidavit" on Rs.100/- Stamp Paper that the Bidder/Firm/Company/Contractor is not Blacklisted from Public Procurement Regulatory Authority (PPRA). Draft is given herewith in the document. (*)
10. The bidder submit the list of Directors/Partners/Owners along with the bid.
11. The bidder must be a registered taxpayer with FBR on Active Taxpayer List (ATL) and certificatemust be attached for NTN and GST. (If GST is exempted, please provide necessary evidence). (*)
12. GST should be exclusively/separately indicated in the Tender document and bill/invoice.
13. Bidder(s) should quote their rates (including all applicable taxes & duties at the prevailing rates) clearly on the Tender Document for each item both in figures and words.
14. The bid shall remain valid for a period of three (3) months from the date of opening of the bid. Validity of bid for a shorter period shall be rejected as non-responsive. (*)
15. To submit a tender with the Virtual University of Pakistan, bidders are required to deposit **Rs.1,000/- online in any branch of Allied Bank Limited in Account No. PK58ABPA0010061279710055 (Virtual University of Pakistan).** (*)
16. The original deposit slip must be attached with the bid. This amount is a non-refundable tender fee and is mandatory. Cash, crossed/open cheques, Pay Orders, or Demand Drafts are not acceptable.
17. Bids submitted without the tender fee shall not be accepted. (*)
18. **The bidder shall furnish, as part of its bid, a Bid Security (Earnest Money) amounting to Rs. 1,500,000 in the form of Demand Draft (DD), Pay Order (PO), Call Deposit Receipt (CDR), or Bank Guarantee only. Cheques shall not be accepted.** (*)
19. Bids without bid security shall not be entertained, even if the bidder is technically qualified. (*)
20. A scanned copy of the bid security must be uploaded on EPADS V2.0, and the original hard copy must be submitted physically along with the bidding documents on the closing date. (*)
21. The deposit slip/proof of online transfer of the Tender Fee and Bid Security(ies) must be submitted in the required form, in a separate envelope placed inside the main envelope. (*)
22. The bid security shall be refundable to unsuccessful bidders after finalization of the tender.
23. Bid security of successful bidder (in which warranty/service/support is applicable) will be retained till completion of warranty/service/support period.

24. Items / Services must be delivered / provided to the Virtual University of Pakistan within Thirty (30) **days** from receipt of the Purchase Order.
- No extensions will be allowed unless granted by Purchase committee on solid grounds.
 - Delay in provision of goods/item(s)/services by the bidder(s)/supplier(s) in accordance with the time schedule prescribed in the General Terms and Conditions (GTC) shall not be tolerated and in such default, penalty for delaying goods/item(s) shall be imposed @ 0.1% per day of the total contract / order amount or value of the items / services delivered after due date, which will be capped to maximum of 10% of the total value of the Contract / purchase order / undelivered items/services.
 - The penalty on the value of goods/item(s) not delivered in time will be imposed which may lead to cancellation of order without any liability to the university and the said bidder/supplier/firm/company may also be blacklisted.
 - Moreover, any penalty may be imposed by the VU in case of any default by the bidder/supplier, in addition to initiating legal action against such defaulter. Virtual University has also the right to stop its pending payment or forfeit its guarantee/security submitted to the Virtual University of Pakistan in this procurement or any other contract.
25. Notwithstanding anything contrary provided in the provisions of General Terms and Conditions (GTC) Clauses, the Bidder/Supplier shall not be liable for forfeiture of its performance security, liquidated damages, late delivery charges, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of the Force Majeure.
- For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder/Supplier and not involving the Bidder/Supplier's fault or negligence and not foreseeable, such as, acts of God, perils of navigation, floods, storms, earthquakes, fire, hostilities, war (declared), terrorism, Port closure, Impositions of restrictions or regulations by any Government or Government Agency, illegality arising from applicable domestic or foreign laws or regulations, blockage and strikes that is politically motivated strikes and is widespread or nationwide, insurrection.
 - A change in economic/market circumstances or unexpected hike in prices affecting the profitability of a contract or the ease with which parties' obligations can be performed, is not a force majeure event."
 - If a Force Majeure situation arises, the Bidder/Supplier shall promptly notify the Virtual University in writing within five days from the date of such event of such condition and the cause thereof along with evidence, moreover take all steps that are reasonably necessary to mitigate or remove the consequences of force majeure. Where such notice of Force Majeure is not served by the Party claiming Force Majeure within the period prescribed herein then that Party's right to claim Force Majeure for that event would stand irrevocably waived.
 - Unless otherwise directed by the Virtual University in writing, the Bidder/Supplier shall continue to perform its obligations 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. The benefit of Force Majeure shall be in favor of the client (VU), if it happened anytime.
26. Virtual University requires Contractors/Bidders, to the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth in PPRA Rules /Act shall be applicable:
- VU will bar a firm/company/individual bidders/Contractors /consultant or whatsoever named, in accordance with Blacklisting procedures under Public Procurement Rules 2004 in any case if deems so.
 - Furthermore, the Contractor/ Bidder(s) shall be aware of the provision stated in the General Terms & Conditions of the Contract.
27. Virtual University may, under the applicable Law (s) for a specified period, debar a bidder/ Contractor from participating in any public procurement process of VU, if the bidder or Contractor has
- Acted in a manner detrimental to the public interest or good practices.
 - Consistently failed to perform its obligation under the contract.

- c. Not performed the contract up to the mark.
- d. Indulged in any corrupt practice.

If VU debars a bidder/Contractor, the procuring agency:

- a. The said bidder/firm/company may also be blacklisted for a period of at least three (03) years.
- b. May forward the decision to the Public Procurement Regulatory Authority (PPRA) for publication on the website of the PPRA; and
- c. May request the PPRA to debar the bidder or contractor for procurement of all procuring agencies.

28. Virtual University has the right to take any legal action against the bidder/supplier/firm/company, in addition to blacklisting, if it is found involved in corrupt practices.
29. Virtual University reserves the right to increase or decrease the quantity of goods specified ahead at the time of award of tender as per PPRA Rules. VU also reserves the right to place the order on a partial shipment basis.
30. The supplied items should conform to the standard specifications, must be brand new and be free from defects in all respects.
31. Income tax and GST shall be withheld as per Government rules.
32. Virtual University reserves the right to accept or reject any bid or annul the procurement process at any time as prescribed under PPRA Rules.
33. A bidder requiring any clarification in the bidding document shall contact the VU in writing within **Five (05) days through EPADS v2.0 or through given email**. The VU will respond in writing to respond to any clarification provided that such request is received within time. Should the clarification result in changes to the essential elements of the bidding documents, the VU shall amend the bidding documents at any time prior to the deadline for the submission of bids. The VU may amend the bidding documents by issuing addenda. Any addendum issue shall be part of the bidding document and shall be communicated in writing to all who obtained the bidding document from the VU. The VU shall also promptly publish the addendum to the Bidder on the VU website and EPADS v2.0.
34. To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the VU may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the VU shall not be considered. The VU request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the VU in the evaluation of the Bids. If a Bidder does not provide clarifications of its Bid by the date and time set in the VU request for clarification, its Bid may be rejected.
35. Provided that the Bid is substantially responsive, the VU shall correct arithmetical errors on the following basis:
 - a. if there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line-item total shall be corrected, unless in the opinion of the VU there is an obvious misplacement of the decimal point in the unit price, in which case the line-item total as quoted shall govern and the unit price shall be corrected.
 - b. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - c. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
36. Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the corrections shall result in the rejection of the Bid.
37. Amicable Settlement

VU and the Supplier shall make every effort to resolve amicably by direct informal negotiation any

disagreement or dispute arising between them under or in connection with this contract.

Except as otherwise provided in the contract, any difference, dispute or question arising out of or with reference to this contract which cannot be settled amicably, shall within **(30) thirty days** from the date that either party informs the other in writing that such difference, dispute or question exists, be referred to arbitration.

Within 30 days of the said notice, one arbitrator shall be nominated in writing by VU and one arbitrator shall be nominated in writing by the Supplier. The two arbitrators shall initiate arbitration proceedings at Islamabad. In case the two arbitrators do not reach any agreement, a third arbitrator shall be selected by the two arbitrators.

The arbitration shall be conducted in accordance with the rules of procedure set forth in the Arbitration Act 1940 or as subsequently amended. The contract of the majority of the arbitrators shall be final and binding on both Parties. Each party shall bear the cost of its own arbitrator and the cost of the third arbitrator shall be borne equally by both parties.

In the event of an arbitrator resigning or becoming incapable or unable to act, the party nominating such arbitrator shall be entitled to appoint another one in the place of the outgoing arbitrator. Proceedings shall continue without recommencing as if such arbitrator had been originally nominated.

An abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Procuring Agency as to the capability of the Bidder to perform the Contract for the offered Bid price. In the event of identification of a potentially abnormally Low Bid, the VU shall seek written clarification from the Bidder, including a detailed price analysis of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document. After evaluation of the price analysis, in the event that the VU determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the VU shall reject the Bid.

38. The University reserves the right to accept or reject any bid or annul the procurement process at any time in accordance with PPRA Rules.
39. Payment shall be made as per actual verified quantity after submission of the Sales Tax Invoice, duly verified by the concerned department, in accordance with SRO 660(I) 2007. Income tax and GST shall be withheld as per Government rules.
40. Delivered items must conform to standard specifications and VU requirements and free from any defect(s) in all respect.

MANDATORY DOCUMENTS REQUIRED

**(MUST BE ATTACHED WITH THE TECHNICAL PROPOSAL ON TOP OF ALL DOCUMENTS
AND TO BE SUBMITTED AT THE TIME OF OPENING OF TECHNICALS BID(S):**

Sr. No	Description	Attached (Yes / No)
	General	
1	Bid Security in the shape of DD/PO/CDR or a Bank Guarantee amounting to Rs. 1,500,000/-	
2	Tender document duly filled, signed & stamped by the bidder	
3	Tender Fee Rs. 1,000/- in shape of paid Bank Deposit Slip	
4	Financial soundness certificate / Account Maintenance Certificate issued by Bidder's bank (not older than 03 months)	
5	Affidavit on Rs.100 stamp paper that the bidder/firm/company is not Blacklisted from PPRA	
6	Copy of NTN & GST certificate	
7	Copies of Last Three Tax Return of both Income Tax and Sales Tax	
8	Validity of the bid for a period of three (3) months (Confirmation required)	
9	Delivery of ordered items within given Days (Confirmation required on Letterhead)	
	Technical (Certificate(s) required	
1	The Bidder must have valid license or letter of authorization by the authority to provide the SMS services. (Certificate of valid license of provided Services)	
2	The Bidder should be in Operations in Pakistan (Copy of Certificate(s) of incorporation or Registration document showing legal status for operations in Pakistan.	

NOTE:

- Your bid will be rejected if any of the above documents are not attached with the bid.
- Warranty certificate on the supplier(s) letterhead shall be provided in original by the successful bidder(s)/supplier(s) upon delivery along with the invoice.

Bidder's Name: _____

Sign & Stamp of Bidder: _____

EVALUATION CRITERIA:

- i. Initial scrutiny of tender documents/bids
- ii. Technical Evaluation as per BOQ
- iii. Evaluation of Demo / sample Unit(s) **if needed**
- iv. Selection of technically compliant bidder(s)
- v. Financial Evaluation of compliant bidders(s)
- vi. Award of tender to the Most advantageous bidder(s)

**Procurement Department
Directorate of Finance
Virtual University of Pakistan
Sir Syed Memorial Society Building,
19-Ataturk Avenue, G-5/1, Islamabad
UAN: 051-111-880-880
Technical Queries Ext 3631
Financial Queries 1323, 1354
VU NTN: 4388557-8
Email: po@vu.edu.pk**

Declaration by the Bidder

Should be on Rs.100/- stamp paper

I, being the owner/proprietor/director/authorized representative of the firm/company, hereby certify that I have read and understood all the terms and conditions of this office and accept the same without any reservation.

I further confirm that all items and/or services provided shall be of the best quality, strictly in accordance with the prescribed standards, specifications, and requirements. I undertake to replace or redo, at my own cost, any item or service found to be substandard, unsatisfactory, or defective, without any claim whatsoever against the Virtual University of Pakistan (VU).

In case of failure to comply with the above, I understand and agree that VU shall have the right to impose penalties, confiscate the earnest money and blacklist the firm/company in accordance with applicable rules.

I hereby also confirm to provide on-site warranty including service & support with parts for complete unit(s) (where applicable) from the date of delivery.

I further declare that, as of the date of this undertaking, the firm/company is not blacklisted by the Public Procurement Regulatory Authority (PPRA) or any other government organization.

SIGNATURE & STAMP

Name: _____

Designation: _____

TECHNICAL PORTION

(Must be placed in separate sealed envelope marked as “TECHNICAL PROPOSAL”) All documentary information must be attached with the Technical Proposal.

TECHNICAL TERMS AND CONDITIONS:

1. OBJECTIVE

The Virtual University of Pakistan (VU) intends to acquire Bulk One-Way Local SMS Services. The objective of VU is to provide a reliable and economical SMS Services for various VU Projects, Programs and direct contact with students, faculty and public across the country.

2. SCOPE OF WORK

VU intends to procure **SMS volume** for a period of one (1.0) Year.

Mask: Character length is between 3 to 11 characters.

Option of creating customized masks must be available.

Charges: SMS will be charged based on 160 characters per English SMS.

Configuration: Configuration of offered packages for all three segments (as given in table below) with VU System(s) will be the responsibility of the vendor. VU System(s) details will be provided after finalization of tender.

The quoted rates shall remain valid for a period of One (01) Year from the date of issuance of Purchase Order, which will be extendable on yearly / half yearly basis at quoted approved rates, with mutual understanding of both the parties up to maximum of three (03) years.

3. BOQ FOR THE SUPPLY OF TRANSACTIONAL & PROMOTIONAL SMS SERVICES

Sr. No.	Description	No. of SMS Required
1	One-way SMS Transactional (IT Department)	1,800,000
2	One-way SMS Transactional(Examinations Department)	1,500,000
3	One-way SMS Transactional (DigiSkills Training Project)	200,000
4	One-way SMS Promotional (Marketing Department)	2,500,000
	Total	22,200,000

4. MANDATORY OPERATIONAL REQUIREMENT

- The selected bidder shall provide Local SMS Service.
- The selected bidder shall Provide SMS Services One Way.
- SMS should be sent with Masking.
- Delivery on all regular and ported telecom numbers must be with **Masking**.
- Friendly user SMS web portal.
- API facility integration with VU System(s).
- Provision of bulk SMS delivery in single API call, must be available.
- Urdu SMS Facility (optional).
- Separate activation will be required for all above three segments.
- Separate billing of all above three segments will be required.
- Separate operational accounts for vendor SMS web portal of all above three segments will be required.
- Separate operational accounts for vendor SMS API integration of all above three segments will be required.
- Separate Masks (PTA approved) should be provided for all above three segments.
- 100% of ordered SMS volume will be provided on the date of activation of services for all above three segments.

- o) All the messages should be sent via **transactional route and Promotional route as per segment requirement**.
- p) Capability to send SMS to any SMS capable mobile phone on supporting networks.
- q) Graphical reports of SMS usage.
- r) Complete log of SMS delivered or dropped at any point of date or time of all above three segments will be required.
- s) Delivery reports of campaigns can be extracted from delivery report tab along with time and status.
- t) Detailed Analytics/Graphs: The SMS system will generate periodic graphical and tabular downloadable reports campaign wise, time wise and mask wise. The system should provide **at least six months** historical data.

5. TECHNICAL EVALUATION CRITERIA

MANDATORY DOCUMENTARY REQUIREMENT (TECHNICAL) (MUST BE ATTACHED WITH TECHNICAL PROPOSAL):

Sr. No	Basic Requirement	Specific Requirement	Document Needed	Attached (Yes / No)
1	Legal Entity	The Bidder should be in Operations in Pakistan	Copy of Certificate(s) of incorporation or Registration document showing legal status for operations in Pakistan.	
2	Status	The Bidder must have valid license or letter of authorization by the authority to provide the SMS services.	Certificate of valid license of provided Services (Certificate required)	

TERMS AND CONDITIONS FOR SUCCESSFUL BIDDER

Scope of Services

1. The successful bidder shall provide local, one-way (outbound) SMS services within Pakistan, as per the approved technical specifications.
2. Services shall include masked SMS delivery, web-based SMS portal access, and API-based integration with Virtual University of Pakistan (VU) systems.
3. The services shall be provided for separate SMS segments, as defined by VU, with independent configurations and controls.
4. All sender masks provided shall be PTA-approved and compliant with applicable telecom regulations.
5. Any regulatory non-compliance resulting in service suspension, penalties, or blocking shall be the sole responsibility of the bidder.
6. Separate activation shall be performed for each SMS segment as instructed by VU.
7. Separate PTA-approved sender masks shall be provisioned for each SMS segment.
8. 100% of the ordered SMS volume shall be provisioned and made available on the date of service activation.
9. No partial provisioning shall be accepted.
10. The bidder shall provide separate operational accounts for:
 - a. SMS Web Portal (per segment)
 - b. SMS API integration (per segment)
11. Separate billing, reporting, and access credentials shall be maintained for each SMS segment.
12. Credentials shall be treated as confidential, and access shall be restricted to authorized personnel only.
13. The bidder shall provide secure API access for SMS submission and delivery reporting.
14. The API must support bulk SMS submission in a single API call.
15. Delivery reports with time stamps and delivery status shall be available via API and portal.
16. Any changes to API endpoints or formats shall be communicated to VU at least 30 days in advance.
17. Planned maintenance, if any, shall be communicated to VU in advance, except in emergencies.
18. Reporting, Logs & Data Retention
19. The bidder shall provide:
 - a. Graphical and tabular usage reports
 - b. Campaign-wise, time-wise, and mask-wise analytics
 - c. Complete logs of sent, delivered, failed, pending, or dropped messages shall be available with date and time stamps.
 - d. A minimum of six (06) months historical data retention shall be maintained.
 - e. Reports shall be downloadable in standard formats.
20. All data exchanged between VU and the bidder shall be treated as confidential. The bidder shall not disclose, reuse, or share SMS content, metadata, or recipient information with any third party.
21. Secure communication channels (e.g., HTTPS) shall be used for portal and API access.
22. The bidder must itself hold a valid PTA licence/authorization for provision of the required SMS services and shall have the requisite PTA-approved masking/sender-ID rights. The licence/authorization be submitted with the Technical Proposal.
23. Resellers/sub-resellers or bidders relying upon the licence/authorization or masking rights of another service provider shall not be eligible.

Billing & Payments

1. Billing shall be separate for each SMS segment, as per agreed rates.
2. Payments shall be made subject to verification of usage reports and service delivery.

SLA AGREEMENT FOR SUCCESSFUL BIDDER

1. Scope of Services

- i. The Service Provider agrees to provide Local SMS Services for Virtual University of Pakistan, including:
 - a. One-way (outbound) SMS delivery to all regular and ported mobile numbers in Pakistan.
 - b. Masked SMS delivery (PTA-approved masks).
 - c. SMS submission via web portal and API integration with VU systems.
 - d. Delivery reporting, analytics, and historical data retention.
 - e. Ensuring transactional routing for all messages.
- ii. Services shall be provided for all defined SMS segments with separate portal and API accounts, billing, and masks, as specified in the attached schedule(s) or purchase order(s).

2. Service Levels

- i. Response Time:
The Service Provider shall respond to service-related complaints or technical issues within 6 hours during office hours of notification from VU via phone, email, or other agreed channels.
- ii. Resolution Time:
The Service Provider shall resolve reported issues, including restoring SMS delivery, API connectivity, or mask-related problems, within 24 hours of acknowledgment.

3. SMS Service Continuity

- i. Issue Resolution Process:
Upon identification of a service issue (e.g., failed SMS delivery, API outage, incorrect masking), the Service Provider shall restore full service within 3 days of acknowledgment, inclusive of any corrective measures or configuration updates.
- ii. Quality of Service:
 - a. SMS delivery must meet all technical specifications outlined in the tender.
 - b. No promotional routing for transactional SMS.
 - c. All masks must remain PTA-approved and functional.

4. Penalties

Failure to Meet SLA:

- i. Delay in response beyond 6 hours: Penalty of Rs. 5,000 per hour.
- ii. Delay in resolution beyond 24 hours: Penalty of Rs. 10,000 per day.
- iii. Non-provision of SMS service (including masks or API/portal access) as per schedule:
- iv. VU reserves the right to blacklist the Service Provider for a period three (03) years.

5. Miscellaneous

- Any modifications or amendments to this SLA must be in writing and signed by both parties.
- This SLA is binding for the 1-year duration, unless terminated earlier under the terms of the contract or purchase order.
- All notices and communications shall be sent to the authorized representatives of both parties.

6. Signatures

This SLA is executed in **duplicate originals**, each deemed an original, together constituting **one agreement**.

Party	Name & Title	Signature	Date
Client (VU)	_____	_____	_____
Service Provider	_____	_____	_____

FINANCIAL PORTION

(Must be placed in separate sealed envelope marked as "FINANCIAL PROPOSAL"
Items List as Per Specifications Given In Technical Portion

Sr. No.	Description	Rate per SMS Rs.	GST (If applicable)	Rate per SMS with Taxes Rs.	No. of SMS	Total Amount with Taxes Rs.
1	One-way SMS Transactional (IT Department)				1,800,000	
2	One-way SMS Promotional (Marketing Department)				2,500,000	
3	One-way SMS Transactional (Examinations Department)				1,500,000	
4	One-way SMS Transactional (DigiSkills Training Project)				200,000	
Grand Total Amount Rs.						

Grand Total Amount in words (Rs.): _____

Rate of GST applied: _____ %