

The Oriental Insurance Company Limited

Head Office, New Delhi



Request for Proposal

For

Selection of Vendor for SMS Service

(Tender Ref No: OICL/HO/ITD/SMS/2017/05 Dated 23rd March 2017)

Information Technology Department

The Oriental Insurance Company Limited
2nd Floor, Oriental House
A-25/27, Asaf Ali Road,
New Delhi – 110002

CIN-U66010DL1947GOI007158
www.orientalinsurance.org.in



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Non-Refundable Tender Fee

Non-Transferable Receipt

To be filled by OICL Official

| | |
|-------------------------------------|---|
| Tender Ref. No. | OICL/HO/ITD/SMS/2017/05 Dated 23rd March 2017 |
| Copy No. | |
| Date of Issue | |
| Tender Issued to Bidder | |
| Cheque No./Draft No. | |
| Date | |
| Cheque/Draft Amount | |
| Bank Name | |
| Name of OICL Official | |
| Designation of OICL Official | |
| Signature | |
| OICL Official | Bidder's Representative with Contact No. and Date |



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| Designation of OICL Official | |
| Signature | |
| OICL Official | Bidder's Representative with Contact No. and Date |



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This tender document is not transferable.

Bidders are advised to study this tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

The response to this tender should be full and complete in all respects. Incomplete or partial bids shall be rejected. The Bidder must quote for all the items asked for, in this tender.

The Bidder shall bear all costs associated with the preparation and submission of the bid, including cost of presentation and demonstration for the purposes of clarification of the bid, if so desired by OICL. OICL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

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Table of Contents

| | | |
|----------|-----------------------------------|-----------|
| 1 | Introduction | 11 |
| 1.1 | About the Company | 11 |
| 1.2 | Notice Inviting Bids | 11 |
| 1.3 | Project Objective | 11 |
| 1.4 | Schedule of Events | 12 |
| 1.5 | Availability of tender document | 13 |
| 1.6 | Eligibility Criteria | 13 |
| 1.7 | Project Timelines | 14 |
| 2 | Detailed Scope of Work | 15 |
| 2.1 | Scope for SMS Services | 15 |
| 2.2 | User Acceptance Testing | 17 |
| 2.3 | Other In-Scope Services | 18 |
| 3 | Terms & Conditions | 19 |
| 3.1 | General | 19 |
| 4 | Terms of Reference ('ToR') | 23 |
| 4.1 | Contract Commitment | 23 |
| 4.2 | Ownership, Grant and Delivery | 23 |
| 4.3 | Completeness of Project | 23 |
| 4.4 | Assignment | 23 |
| 4.5 | Canvassing/Contacting | 23 |
| 4.6 | Indemnity | 23 |
| 4.7 | Inspection of Records | 24 |
| 4.8 | Publicity | 24 |
| 4.9 | Solicitation of Employees | 24 |
| 4.10 | Information Ownership | 24 |
| 4.11 | Sensitive Information | 25 |
| 4.12 | Confidentiality | 25 |
| 4.13 | Technological Advancements | 25 |
| 4.14 | Liquidated Damages | 26 |
| 4.15 | Termination for Default | 26 |
| 4.16 | Force Majeure | 26 |
| 4.17 | Termination for Insolvency | 26 |
| 4.18 | Termination for Convenience | 27 |
| 4.19 | Resolution of disputes | 27 |
| 4.20 | Governing Language | 27 |
| 4.21 | Applicable Law | 27 |
| 4.22 | Prices | 28 |
| 4.23 | Taxes & Duties | 28 |
| 4.24 | Deduction | 28 |
| 4.25 | No Claim Certificate | 28 |
| 4.26 | Rights reserved by OICL | 28 |
| 4.27 | Limitation of Liability | 28 |
| 4.28 | Waiver | 28 |
| 4.29 | Violation of terms | 29 |
| 4.30 | Repeat Order | 29 |
| 5 | Instruction to Bidders | 30 |



| | | |
|-----------|--|-----------|
| 5.1 | Procedure for submission of Bids | 30 |
| 5.2 | Bid Security | 35 |
| 5.3 | Eligibility Bid Documents | 35 |
| 5.4 | Technical Bid Documents | 36 |
| 5.5 | Commercial Bid Documents..... | 36 |
| 6 | Evaluation Criteria | 37 |
| 6.1 | Eligibility Evaluation | 37 |
| 6.2 | Technical Evaluation | 37 |
| 6.3 | Commercial Evaluation | 39 |
| 7 | Service Level & Penalty | 40 |
| 7.1 | Penalty | 40 |
| 8 | Disclaimer..... | 41 |
| 9 | Annexure | 42 |
| 9.1 | Annexure 1: Application form for Eligibility Bid | 43 |
| 9.2 | Annexure 2: Technical Experience Details and Reference Form | 44 |
| 9.3 | Annexure 3: Contract Form..... | 45 |
| 9.4 | Annexure 4: Query Format..... | 47 |
| 9.5 | Annexure 5: Pro forma for Bid Security | 48 |
| 9.6 | Annexure 6: Pro forma for Performance Security | 49 |
| 9.7 | Annexure 7: Major Related Activities carried out in last three years & their %age in revenue 50 | |
| 9.8 | Annexure 8: Statement of No Deviation..... | 51 |
| 9.9 | Annexure 9: Office locations and service infrastructure facilities..... | 52 |
| 9.10 | Annexure 10: Bidder Profile | 53 |
| 9.11 | Annexure 11: OICL Present IT Setup | 54 |
| 9.12 | Annexure 12: Projection Figures..... | 55 |
| 10 | Appendix | 56 |
| 10.1 | Appendix 1: Technical and Functional Specifications..... | 56 |
| 10.2 | Appendix 2: Bill of Material..... | 62 |



Purpose of this document

The purpose of this Request for Proposal (hereafter referred to as “RFP”) is to define scope of work for the Bidder for providing the SMS Services.

This RFP contains details regarding scope, project timelines, evaluation process, terms and conditions as well as other relevant details which Bidder needs to factor while responding to this RFP.

Definitions and Acronyms

| | |
|------------|---|
| AMC | Annual Maintenance Contract |
| ATR | Acceptance Test Report |
| ATS | Annual Technical Support |
| Bidder | Single point appointed by OICL for SMS services, based on the bill of materials shared by OICL. |
| CVC | Central Vigilance Commission |
| DC | Data Centre which is located at Bengaluru |
| DRS/DRC/DR | Disaster Recovery Site which is located in Mumbai |
| HO | Head Office |
| RO | Regional Office |
| DO | Divisional Office |
| BO | Branch Office |
| SVC | Service Centre |
| EC / MO | Extension Counter / Micro Office |
| INR | Indian Rupees |
| IP | Internet Protocol |
| IT | Information Technology |
| LAN | Local Area Network |
| Mbps | Million Bits per Second |
| MPLS | Multi-Protocol Label Switching |
| RF | Radio Frequency |
| MS | Microsoft |
| NCR | National Capital Region |
| PO | Purchase Order |
| OEM | Original Equipment Manufacturer |
| OICL | Oriental Insurance Company Limited |
| OS | Operating System |
| RFP | Request for Proposal |
| SOW | Scope of Work |
| T&C | Terms & Conditions |
| TCO | Total Cost of Ownership |
| TO | Technical Offer |
| ToR | Terms of Reference |
| UAT | User Acceptance Test |
| ASP | Application Service Provider |



1 Introduction

1.1 About the Company

The Oriental Insurance Company Limited (OICL), a public sector undertaking dealing in non-life insurance, is ahead of its peers in the industry in adopting information technology. OICL has been enjoying the highest rating from leading Indian credit rating agencies such as CRISIL and ICRA.

OICL has its head office at New Delhi, Primary Data Centre (PDC) at Bengaluru & Secondary Data Centre (SDC/DR) at Mumbai, 31 regional offices in various cities, Oriental Staff Training College (OSTC) at Faridabad and Chennai, 340+ divisional offices, 500+ branch offices, Regional Training Centers, 28 Claims Service centers, 32 TP Hubs and 900+ extension counters/micro offices geographically spread out across India. Currently Head Office has 5 buildings located in New Delhi along with OSTC Faridabad.

As on date, all offices of OICL are provisioned with dual active-active links using MPLS over RF, leased lines etc. Further, Roam connectivity is provided to EC's and Micro Offices. For more than a decade, OICL has leveraged information technology to serve its customers effectively. The company also has a presence in Nepal, Dubai and Kuwait.

Apart from the Core-Insurance application (INLIAS), OICL has various centralized applications like web portal, E-mail, Video Conferencing, HRMS etc. hosted at its Data Centers at Mumbai and Bengaluru. These Data Centers are equipped with Rack Mounted Servers, Blade Servers, Enterprise Class Storage systems, Tape Libraries, SAN Switches, Backup Solution and other related tools and solutions.

The company has sold more than 12 million new policies in the year 2015-16. The Company has more than 100 general insurance products to cater to the varied insurance needs of its customers. It also has a strong workforce of about 15,000 employees and over 35,000 agents. The Company has a web portal www.orientalinsurance.org.in for use of its customers and agents with a provision for premium calculator, payment gateway and online issue/ renewal of policies.

1.2 Notice Inviting Bids

The Deputy General Manager (IT) invites sealed bids from eligible Bidders for selection of bidder for Implementation of SMS Services.

1.3 Project Objective

The Oriental Insurance Company Limited (OICL) intends to select an bidder for Implementation of SMS Services.

OICL intends that the contract, which is contemplated herein with the Bidder, shall be for a period of three year (Extendable for one year on mutually agreed terms and conditions).



1.4 Schedule of Events

| General Details | |
|--|---|
| Department's Name | Information Technology Department |
| Scope of Work | Selection of qualified Bidder for Providing SMS Services for Oriental Insurance Co. Ltd. |
| Tender Details | Request for Proposal for Selection of Vendor for Implementation of SMS Services |
| Tender Type | Open |
| Tender No. | OICL/HO/ITD/SMS/2017/05 Dated 23rd March 2017 |
| Consortium | Not Allowed |
| Download Tender Documents | Document to be purchased from Information Technology Department, The Oriental Insurance Company Limited, Asaf Ali Road, Delhi |
| Key Dates | |
| Document Purchase Start Date and Time | 23-03-2017 11:00 |
| Document Purchase End Date and Time | 20-04-2017 15:00 |
| Last Date and Time for receipt of pre-bid queries | 30-03-2017 Before 13:00 |
| Pre Bid Meeting Date, Time and Location | 31-03-2017 12:30 at IT Department HO |
| Last Date and Time for submission of Bids | 20-04-2017 15:15 |
| Date and Time of Eligibility Bid Opening | 20-04-2017 16:30 |
| Opening of Technical bid | Will be communicated |
| Presentation by Qualified Bidders | Will be communicated |
| Opening of Commercial bid | Will be communicated |
| Declaration of L1 Bidder | Will be communicated |
| Payment Details | |
| Tender Fees (INR) | INR 5,000 (Rupees Five Thousand only) by crossed Demand Draft/Banker's Pay Order in favour of "The Oriental Insurance Company Limited" payable at New Delhi. The RFP Document Price is non-refundable and inclusive of taxes. |
| EMD Amount (INR) | INR 50,000 (Rupees Fifty Thousand only) |
| Bid Validity | As per Tender Document |
| Performance Bank Guarantee (for successful Bidder) | As per Tender Document |
| Other Details | |
| Contact Information | Deputy General Manager (IT), Information Technology Department, The Oriental Insurance Company Limited 2nd Floor, Head Office, Oriental House, A-25/27, Asaf Ali Road, New Delhi – 110 002 Tel: +91 11 23243693 / +91 11 43659209 Fax: +91 11 23269087, E-mail: tender@orientalinsurance.co.in |

*It is mandatory for the Bidder to purchase the tender document so as to participate in the pre-bid meeting.

OICL reserves the exclusive right to make any amendments / changes to or cancel any of the above actions or any other action related to this RFP.

If any of the above dates is declared a holiday for OICL, the next working date will be considered. OICL reserves the right to change the dates mentioned in the RFP.



1.5 Availability of tender document

- a) Non-transferable RFP document containing conditions of pre-qualification, detailed requirement specifications as also the terms and conditions can be obtained from the address given below:

The Oriental Insurance Company Limited
Information Technology Department,
A - 25/27, 'Oriental House', 2nd Floor,
Asaf Ali Road, New Delhi – 110 002

The RFP document will be available for sale at the above address on all working days as per the schedule provided in **Section 1.4 –Schedule of Event** on payment of non-refundable Tender Fee of Rs. 5,000/- (Rupees Five thousands only) by crossed Demand Draft/ Banker's Pay Order in favor of "The Oriental Insurance Company Limited" payable at New Delhi. Tender fee is inclusive of all taxes.

- b) A Copy of the Tender document is available on the web portal www.orientalinsurance.org.in under the link 'Tenders'. Bidders have to purchase Tender document in order to submit bids. Please note that the Company shall not accept any liability for non-receipt/non-delivery of bid document(s) in time.

1.6 Eligibility Criteria

| S.N | Criteria | (Proof to be submitted) |
|-----|---|---|
| 1 | Bidder should be a registered company in India under Companies Act 1956. Bidder should be in operation in India for minimum of five years. | Copy of the Certificate of Incorporation and Certificate of Commencement of Business to be submitted. |
| 2 | The Bidder should have had a minimum turnover of Rs.25 crores in each of the last three financial years (2013-2014, 2014-2015, and 2015-2016). This must be the individual company turnover and not of any group of companies. | Copy of Audited Financial statements for the financial years (2013-14, 2014-15, 2015-16). AND Certificate from Bidder's Statutory Auditor |
| 3 | The bidder should have a positive net worth as per the computation logic provided below in the last 3 financial years Net worth is to be calculated as follows: Capital Funds (Paid up equity capital + Paid up preference shares + Free reserves) – (Accumulated balance of loss + Balance of deferred revenue expenditure + Other intangible assets). | CA Certificate for the financial years 2013-14, 2014-15, 2015-16 stating the Net Worth as per the given formula, to be enclosed. Audited Financial statements for the financial years AND Certificate from Bidder's Statutory Auditor |
| 4 | The bidder should have experience as SMS SOLUTION PROVIDER for a minimum period of three (3) years in India. | The proofs can be Customer Experience / Satisfaction Certificates and Purchase Orders. |
| 5 | The bidder should have completed at least five projects (in India) based on Short Messaging Service on mobile phones in the last 3 years; and should have completed at least 3 projects in BFSI sector out of the 5 projects in last 3 years. | Relevant Credential Letter Or Purchase Order /Contract along with completion certificate |
| 6 | The bidder should have direct tie-up / arrangements with minimum two (2) telecom service providers / operators for within India services. | Copies of Agreement / Certificates with telecom operators with which the bidder has direct connectivity. Self-undertaking |



| S.N | Criteria | (Proof to be submitted) |
|-----|--|---|
| | | to be provided by bidder to renew agreement for the duration of validity of OICL contract. |
| 8 | The Bidder submitting the offer should have obtained all the necessary licenses from/registered with TRAI for delivery of both Transactional & Promotional SMS and should be a registered with TRAI for telemarketing. | An Undertaking to this effect to be submitted on Company Letter Head. Copy of the valid certificate of TRAI to be enclosed. |
| 9 | The bidder should have the capability to send alerts from multiple (minimum two (2)) geographical locations for ensuring business continuity. | Bidder to provide address of all locations from where the alerts will be sent. |
| 10 | The Bidder should not be engaged in NON-LIFE INSURANCE BUSINESS. | Self- Declaration to this effect must be submitted on the bidder's letterhead. |
| 11 | The bidder should confirm that the software solution offered should be capable of integrating with Core Insurance Solution running in OICL. | Self- Declaration to this effect must be submitted on the bidder's letterhead. |
| 12 | The Bidder should not have been blacklisted by any Government or PSU in India as on date of the submission of Bid. | Self- Declaration to this effect must be submitted on the bidder's letterhead. |

1.7 Project Timelines

The successful bidder shall complete the integration of offered solution with OICL infrastructure within 6 weeks of award of contract for the same. The integration costs, if any will be borne by the successful bidder.

As part of the implementation, the successful bidder shall complete the User Acceptance Testing (UAT) within the integration period from OICL. In case the bidder fails to get certified by OICL within stipulated time, the bidder will have to bear the penalty / invocation of Performance Bank Guarantee / termination of contract as defined in this RFP.

Solution delivery and services' performance shall be according to the time schedule, technical specifications, scope of project and other terms and conditions as per this RFP document. Any delay in performance / defect in performance by the bidder will result in punitive action varying from penalty to termination of contract as per the SLA terms defined in this RFP document.



2 Detailed Scope of Work

2.1 Scope for SMS Services

The Oriental Insurance Company Limited (OICL) intends to implement the SMS Services to provide SMS alert services to its customers. OICL invites service providers to offer their solution for Outgoing/Incoming SMSs using secure authentication system incorporating the following features from the various platforms/ systems in OICL as per the technical/ functional specification given in the RFP document which is listed below

- i. The Bulk SMS Services should cover the facility like Push Service and Pull SMS using long code/short code
- ii. The Bidder will be required to ensure that OICL's application seamlessly integrates with their application and all outward/ inward SMS are delivered to desired mobile numbers/ OICL's application.
- iii. The Push SMSs will be in the categories detailed in **Appendix - 1**.
- iv. Bidder have to provide easy to remember codes (long code/short code/) for the use of OICL, which can be used for providing PULL SMS services to its customer, without any extra cost to OICL.
- v. The bidder should have capability to send SMS to all GSM and CDMA handsets and on all telecom operators available in India without any exception.
- vi. The bidder shall be responsible for delivery of real time SMS alerts on 24*7, 365 basis as per the requirement of OICL and as mentioned under point number 2 above.
- vii. The bidder shall be responsible for providing 24*7, 365 days after-sales support/service for the complaints relating to the Bulk SMS Services.
- viii. The solution offered should provide Push and Pull based SMS alert services to the OICL. For providing these services the offered solution should be seamlessly integrated with various modules deployed in OICL. The integration cost, wherever applicable, will be borne by the bidder.
- ix. The SMS services should be scalable to meet the OICL's requirements for next 3 years (extendable for 1 year's basis annual renewal on mutually agreed terms and condition) from date of placing the Purchase Order, as per the estimates given in **Appendix -2**.
- x. SMS system should provide HTTP/HTTPS API, which can be used to send SMSs by calling the API and SMS system should provide the feature to update the delivery status for those SMSs in the database.
- xi. Dynamic (numeric as well as alphanumeric) sender Ids should be supported for SMSs.
- xii. Sender ID allotted by the bidder, should be unique for OICL and same should not be allotted to any other client, by the bidder, for the duration of the contract. Bidder needs to submit the declaration for the same.



- xiii. The bidder should provide suitable means such as website/ Portal/ tool for the generation of MIS reports and should also have an option for showing the current status of messages.
- xiv. The bidder should be able to provide daily statistics with an auto generated mail to the mail-id's advised by OICL. The daily statistics and Latency Reports of previous day, should contain the following fields mandatory, subject to change in future:
1. Date
 2. Total SMSs received
 3. Category of SMSs
 4. Total SMS successfully Deliver
 5. Total failed/expired
 6. Total of delivery reports not received
 7. Total invalid and DND
 8. Type of SMS – Transactional (Priority-wise) or Promotional
 9. Submitted SMS's- delivered in time as per SLA/ delivered delayed/ expired/ failed
- xv. It is the responsibility of the Bidder to change/upgrade/customize its infrastructure/solution at all levels for ensuring the compliance to statutory, regulatory guidelines from GOI (Government of India), RBI, NPCI, TRAI, IRDA, IBA, MASTER CARD ,VISA and any other regulatory body etc. at no extra cost.
- xvi. The Bidder will not change the content of the message, the originating party addresses or the destination party address unless otherwise agreed by both parties.
- xvii. The customers should receive welcome SMS upon successful registration for OICL SMS alerts.
- xviii. The service provider should provide customized reports as per OICL requirements in various formats like Excel, CSV etc. The report should contain information under the following headers:
1. User name
 2. Account name
 3. Sender
 4. Destination
 5. Submit Date and time
 6. Delivery date and time
 7. Remarks
 8. MID
 9. Message
 10. Status
 11. Type of SMS – Transactional (Priority-wise) or Promotional
- xix. To deal with latency in delivery of critical messages and re-route such messages through other operators in case there is delay in delivery through one.
- xx. Solution needs to be rule based which can be changed without any down time
- xxi. Defining time limit with respect to delivery of all types of SMSs
- xxii. Ability to send alerts during system or connection failure, exceeding of SMS queue beyond threshold limit etc.
- xxiii. Ability to manage SMS delivery and service providers during downtime.
- xxiv. Ability to connect to multiple applications



- xxv. Should have the capability to set the priority of messages so that critical messages should not wait in queue.
- xxvi. Should be capable of sending long messages also which exceeds more than 160 character.
- xxvii. Should be capable of sending multilingual messages, flash messages.
- xxviii. Should be scalable to add multiple providers / connections and also provide interface to monitor the performance.
- xxix. OICL will not provide any components, tools, utilities. All the required components, whatever required for successful implementation of the service have to be provided only by the successful Bidder.
- xxx. Categories of SMS

The type of SMS can be categorized as under:

1. Broadcast

This category of SMS will send informational or promotional messages to customers or information to internal employees. Some examples are launch of new product, changes in tariff etc.

2. Schedule

This category of SMS will allow OICL applications to send the message to its customers on a pre-defined schedule basis from OICL's applications. Some examples are renewal notice, etc.

3. Events

SMS will automatically be sent to the customers when a certain event happens in OICL applications. Some examples are endorsement to policy, claims intimated, payment receipt etc.

4. Interactive Services

This category of service provides interactivity to the customer/stake holder, who can through SMS make an enquiry and get the answers in real time. Some examples are renewal date of a policy, premium, surveyor allocation etc.

The scope of the services is to be provided for the period of minimum 3 years (extendable for 1 years on mutually agreed terms and conditions) from the date of awarding purchase order or offer letter to successful bidder. OICL can also increase or decrease the scope of services during the period of contract.

For an estimation purpose the bidder can take 10000000 (One Crore) outgoing SMSs per year.

Please Note: The above given estimated volume is only an indication and the selected bidder at a later stage can make no reference to these estimates while raising their bills.

2.2 User Acceptance Testing

As part of the User Acceptance Testing, the OICL expects the following from bidder

- 1 Share the project plan well in advance with OICL and accordingly the team should work to complete the UAT on time.
- 2 The successful bidder is expected to assist the OICL in performing UAT of the solution as part of deployment and subsequent changes.



- 3 The successful bidder would also be responsible to independently test the solution for its working and also assist the OICL core team in the testing of the solution.
- 4 Bidder to provide dedicated team for UAT.
- 5 Customization of the application software, if required has to be done by the bidder at no additional cost to the OICL based on the UAT observations and IRDAI/TRAI guidelines to meet the functional requirement mentioned in Appendix 1.
- 6 Any deviation in the scheduled UAT plan has to be immediately communicated to the OICL.
- 7 Bidder team should co-ordinate with the OICL IT team / OICL vendors whenever required for any input from the OICL in regard to UAT, OICL will designate resources from IT team for the same.
- 8 Bidder team is responsible for preparing message dumps, logs, error-codes which are required from SMS Services and OICL team.

2.3 Other In-Scope Services

- 1 The successful bidder is expected to ensure that functionalities currently being used by the OICL or being envisaged by OICL are made available.
- 2 The successful bidder is expected to carry out a requirement study for the functionalities and services required by OICL, to gain understanding of the business requirements.
- 3 The bidder must furnish contract agreements with commercial terms masked with other vendors / OEMs whose products or services the bidder would obtain. The bidder must further continue with the same vendors and shall not be permitted to change vendors after the bid is submitted. Failure to adhere to this clause will attract disqualification of the bid / contract as well as invoke related damage clauses as specified in Terms and Conditions.
- 4 All the statutory and regulatory requirements, impacting the solutions to be implemented under the scope of this project, will be provided to the OICL at no additional cost to the OICL during the period of the contract.
- 5 The successful bidder would be expected to manage, maintain and monitor the solution for the period of the contract.
- 6 Proposed solution should integrate seamlessly with the OICL existing alternative channels (i.e. Core Insurance Solution, etc.)
- 7 The solution should be adhering to IRDAI/TRAI/RBI/IBA/Govt. of India technical specifications and procedural guidelines for all the SMS services.
- 8 The selected bidder has to offer technical and functional support of the service for complete contract duration.
- 9 The Bidder will be required to provide technical support to OICL during the entire contract period.
- 10 The bidder needs to mention any other security feature supported by the system with details and architecture of security components.
- 11 The Bidder is required to make changes in the SMS Services including software, procedure and operations as required by regulators from time to time to comply with any new rules of Indian Law/ RBI/ IBA/ TRAI/ Govt. of India guidelines and other Regulatory bodies.
- 12 The project with all deliverables as defined in this RFP document, pertaining to proposed solution, covering all the requirements given in this RFP is to be completed as per the timelines given above.
- 13 An acceptance test may be carried out on SMS Services, after completion of above stages, jointly by the third party appointed by OICL and/ or representatives of the OICL, and the successful bidder after the installation is completed, per acceptance test plan finalized and approved by OICL
- 14 The Bidder should be able to send messaged in both English & Hindi languages.
- 15 SMS Gateway solution should be Unicode compliant



3 Terms & Conditions

3.1 General

3.1.1 Definitions

OICL/ PURCHASER: Shall mean The Oriental Insurance Company Limited

3.1.2 Amendment to Bid Document

At any time prior to the deadline for submission of Bids, OICL may for any reason either on its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document, by amendment.

All prospective Bidders that have received the Bid Document will be notified of the amendment. The same will be binding on them. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, OICL may, at its discretion, extend the deadline for a reasonable period to be decided by OICL for the submission of Bids. Details will be communicated and published on our portal www.orientalinsurance.org.in.

3.1.2.1 OICL also reserves the right to change any terms and conditions of the RFP and its subsequent addendums as it deems necessary at its sole discretion. OICL will inform the Bidder about changes, if any before the deadline of bids submission.

3.1.2.2 OICL may revise any part of the RFP, by providing an addendum to the Bidder at stage till commercial bids are opened. OICL reserves the right to issue revisions to this RFP at any time before the deadline for bid submissions.

3.1.2.3 OICL reserves the right to extend the dates for submission of responses to this document.

3.1.2.4 Preliminary Scrutiny – OICL will scrutinize the offer to determine whether it is complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. OICL may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on the Bidder and OICL reserves the right for such waivers and OICL's decision in the matter will be final.

3.1.2.5 Clarification of Offer – To assist in the scrutiny, evaluation and comparison of offer, OICL may, at its discretion, ask the Bidder for clarification of their offer. OICL has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project.

3.1.2.6 OICL reserves the right to make any changes in the terms and conditions of purchase. OICL will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations.

3.1.2.7 Erasures or Alterations – The offer containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. OICL may treat the offers not adhering to these guidelines as unacceptable.



3.1.2.8 Right to Alter Quantities – OICL reserves the right to alter the requirements specified in the tender. OICL also reserves the right to delete or increase one or more items from the list of items specified in the tender. OICL will inform the Bidder about changes, if any. In the event of any alteration in the quantities the price quoted by the Bidder against the item would be considered for such alteration. The Bidder agrees that the prices quoted for each line item & component is valid for period of contract and can be used by OICL for alteration in quantities. Bidder agrees that there is no limit on the quantities that can be altered under this contract. During the contract period the Bidder agrees to pass on the benefit of reduction in pricing for any additional items to be procured by OICL in the event the market prices / rate offered by the Bidder are lower than what has been quoted by the Bidder as the part of commercial offer. Any price benefit in the products, licenses, software, services & equipment should be passed on to OICL within the contract period.

3.1.3 Sub-contracts

It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the RFP irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable including any statutory requirement and compliance. No additional cost will be incurred by OICL on account of sub-contract, if any.

3.1.4 Conditional bids

Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.

3.1.5 Submission of Bids

Bidders shall submit the Bids online. For details please refer RFP Section 5 – Instruction to Bidders.

3.1.6 Performance Security

Within 15 days after the receipt of Notification of Award from OICL, the Bidder shall furnish performance security to OICL as per Annexure-6, which shall be equal to 10 percent of the value of the contract - valid till date of expiry of the Contract period in the form of a bank guarantee from a nationalized/ scheduled bank as per the norms laid by the RBI.

Failure by Bidder to submit the Performance security will result in invocation of Bid security held by the Company (OICL).

3.1.7 Pre-Bid Meeting

All queries/ requests for clarification from Bidders must reach us by e-mail (tender@orientalinsurance.co.in) or in person before **the last date of pre Bid Query Submission as specified in Section 1.4 Schedule of Events**. Format for the queries / clarification is provided in "Annexure 4 - Query Format". No clarification or queries will be responded in any other format. OICL will respond to any request for clarification of the tender document in the pre-bid meeting to be held on **pre bid meeting as specified in Section 1.4 Schedule of Events**.

The Representatives of Bidders attending the pre-bid meeting must have proper authority letter to attend the same and must have purchased the Tender document.



Any modification to the Bidding Documents, which may become necessary as a result of the pre-bid meeting, shall be made by the Company exclusively through the issuance of an Addendum and not through the minutes of the pre-bid meeting.

3.1.8 Delay in Bidder's performance

Implementation of the Solution and performance of service shall be made by the Bidder in accordance with the time schedule specified by OICL in the contract.

Any unexcused delay by the Bidder in the performance of his implementation/service/other obligations shall render the Bidder liable to any or all of the following sanctions: forfeiture of his performance security, imposition of liquidated damages, and/ or termination of the contract for default.

If at any time during performance of the contract, the Bidder should encounter conditions impeding timely implementation of the Solution and/or performance of services, the Bidder shall promptly notify OICL in writing of the fact of delay, its likely duration and cause(s), before the scheduled delivery / installation / implementation date. OICL shall evaluate the situation after receipt of the Bidder's notice and may at their discretion extend the Bidder's time for delivery / installation / implementation, in which case the extension shall be ratified by the parties by amendment of the contract. If the Bidder's request to delay the implementation of the Solution and performance of services is not found acceptable to OICL, the above mentioned clause would be invoked.

3.1.9 Payment Terms

SMS Alerts Services Implementation cost

The Payment will be made as under:

All charges must be billed on a monthly basis, per the below schedule:

| S.No. | Nature of payment | Percentage of payment | Remarks |
|-------|---|-----------------------|--|
| 1 | SMS Charges On Successfully Delivery of SMS | 100% | 100% payment of SMS Charges will be made on monthly basis in arrears on aggregated basis by the OICL |

1. Payment will be made on quarterly basis against confirmation of reports made available to the OICL and will be segregated into following categories:
2. Successfully delivered SMSs will be paid in full.
3. For all Failed/Expired/DLR SMSs, Bidder has to clearly specify the cause and reason for the same in the report.
 - a) If the Failed/Expired/DLR not received SMSs is due to the cause attributable to the bidder then no payment will be made for all the Failed/Expired/DLR not received SMSs, bidder has to clearly specify the cause and reason for the same in the report.
 - b) If due to the cause attributable to the bidder the event/campaign fails or do not achieve the required objective then bidder has to conduct the same activity for the mentioned event/campaign without any additional cost the OICL.
4. Rejected/DND/Invalid SMSs will not be paid.
5. Multiple SMSs sent for a single event / occasion will not be paid.
6. Rates to be valid for the entire duration of contract.
7. OICL will not pay any advance.
8. Desired throughput has to be maintained at service provider server to prevent formation of SMS alert queues at OICL end.
9. Bidder to raise invoice by providing details of daily SMSs delivered with clear bifurcation of successful, unsuccessful and split messages.



10. Payment will be released on quarterly basis after deducting penalties, if any. In case of delayed delivery or incomplete delivery, the date of receipt of the complete and final service / feature as per the SRS shall be treated as delivery date.

Other Payment Terms

At all times OICL would be paying only for the services utilized by the OICL. At no point, OICL would pay for the services that are not deployed for the OICL use.

Also, the payments for each month/ quarter (as applicable) will be made only after the acceptance of relevant activities/ deliverables for that month/ quarter. Any delay in receipt of deliverables will result in further delay of the payment.

The Bidder recognizes that all payments to the bidder under this RFP and subsequent agreement are linked to and dependent on successful achievement and acceptance of milestones/ deliverables/ activities set out in the project plan and therefore any delay in achievement of such milestones/ deliverables/ activities shall automatically result in delay of such corresponding payment.

TCO will be calculated as the summation of the grand total of the price bid and all the items mentioned as additional items.

No payments would be made to the bidder during the pilot phase. The payment for pilot will be made only after acceptance of all the proposed solutions according to the bill of material provided by the bidder.

The reasons like non-familiarity with the site conditions and / or existing IT infrastructure will not be considered as a reason for any delay or extra claims whatsoever.

Payments will become due at the end of each quarter of the contract period. The first quarter for this purpose will end after 3 months from date of signing of the contract or master agreement/ service level agreement with the OICL.

3.1.10 Mode of Payment

OICL shall make all payments only through Electronic Payment mechanism (viz. ECS)

3.1.11 Currency of Payments

Payment shall be made in Indian Rupees (INR) only.

3.1.12 Other RFP Requirements

- i The Head Office of OICL is floating this RFP. However, the Bidder(s) getting the contracts shall install and commission the solution, procured through this RFP, at OICL's various offices or at such centers as OICL may deem fit and the changes, if any, in the locations will be intimated to the Bidder.
- ii The Bidder's representative and local office at New Delhi will be the contact point for OICL.
- iii Quoting multiple options for any of the line item mentioned in the Bill of Material is not allowed.
- iv If an OEM is bidding directly then OEM cannot come through other Bidders.



4 Terms of Reference ('ToR')

4.1 Contract Commitment

OICL intends that the contract, which is contemplated herein with the Bidder, shall be for a period of three year (Extendable for one year on mutually agreed terms and conditions).

4.2 Ownership, Grant and Delivery

The Bidder shall procure and provide a non-exclusive, non-transferable licenses to OICL for the Software to be provided as a part of this project. The Software should be assignable / transferable to any successor entity of OICL.

OICL reserves the right to use the excess capacity of the licenses supplied by the Bidder for any internal use of OICL or its affiliates, or subsidiaries at no additional cost other than the prices mentioned in the commercial bid. The Bidder agrees that they do not have any reservations on such use and will not have any claim whatsoever against such use of the hardware, licenses and infrastructure.

Further the Bidder also agrees that such use will not infringe or violate any license or other requirements

4.3 Completeness of Project

The project will be deemed as incomplete if the desired objectives of the project Section 2 – Scope of Work of this document are not achieved.

4.4 Assignment

OICL may assign the SMS services provided therein by the Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. OICL shall have the right to assign such portion of the services to any of the sub-contractors, at its sole option, upon the occurrence of the following: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; (iii) termination of the contract with the Bidder for any reason whatsoever; (iv) Expiry of the contract. Such right shall be without prejudice to the rights and remedies, which OICL may have against the Bidder. The Bidder shall ensure that the said subcontractors shall agree to provide such services to OICL at no less favorable terms than that provided by the Bidder and shall include appropriate wordings to this effect in the agreement entered into by the Bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of the Bidder to perform or termination/expiry of the contract.

4.5 Canvassing/Contacting

Any effort by a Bidder to influence the Company in its decisions on Bid evaluation, Bid comparison or award of contract may result in the rejection of the Bidder's Bid. No Bidder shall contact the Company on any matter relating to its Bid, from the time of opening of Commercial Bid to the time the Contract is awarded.

4.6 Indemnity

The Bidder should indemnify OICL (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:



- a) Non-compliance of the Bidder with Laws / Governmental Requirements
- b) IP infringement
- c) Negligence and misconduct of the Bidder, its employees, and agents

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages.

The Bidder shall not indemnify OICL for

- (i) Any loss of profits, revenue, contracts, or anticipated savings or
- (ii) Any consequential or indirect loss or damage however caused

4.7 Inspection of Records

All Bidder records with respect to any matters covered by this tender shall be made available to OICL or its designees at any time during normal business hours, as often as OICL deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. OICL's auditors would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to OICL, which would be used by OICL. The cost of the audit will be borne by OICL. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

4.8 Publicity

Any publicity by the Bidder in which the name of OICL is to be used should be done only with the explicit written permission of OICL.

4.9 Solicitation of Employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

4.10 Information Ownership

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



4.11 Sensitive Information

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.

Types of sensitive information that will be found on OICL systems the Bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

4.12 Confidentiality

Bidder understands and agrees that all materials and information marked and identified by OICL as 'Confidential' are valuable assets of OICL and are to be considered OICL's proprietary information and property. Bidder will treat all confidential materials and information provided by OICL with the highest degree of care necessary to insure that unauthorized disclosure does not occur. Bidder will not use or disclose any materials or information provided by OICL without OICL's prior written approval.

Bidder shall not be liable for disclosure or use of any materials or information provided by OICL or developed by Bidder which is:

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

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

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

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

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

Nothing contained in this contract shall limit the Bidder from providing similar services to any third parties or reusing the skills, know-how, and experience gained by the employees in providing the services contemplated under this contract. The confidentiality obligations shall survive for a period of one year post the termination/expiration of the Agreement.

4.13 Technological Advancements

The hardware and software proposed as part of this contract

- a. should not reach end of support for atleast 3 years. Bidder to submit the confirmation in OEM letter head along with technical bid.



- b. should not have been announced End of Life /Sales.

In the event if the proposed hardware and software reached end of support during the period of contract, in such case the Bidder is required to replace the end of support hardware/ software at no cost to OICL

4.14 Liquidated Damages

If the Bidder fails to meet the Project Timelines as per Section 1.7, OICL shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the total contract price. Once the maximum is reached, OICL may consider termination of the contract.

4.15 Termination for Default

OICL may, without prejudice to any other remedy for breach of contract, by 30 calendar days written notice of default sent to the Bidder, terminate the contract in whole or in part:

- a) If the Bidder fails to deliver any or all of the Solution and services within the time period(s) specified in the contract, or any extension thereof granted by OICL; or
- b) If the Bidder fails to perform any other obligation(s) under the contract

In the event of OICL terminating the contract in whole or in part, pursuant to above mentioned clause, OICL may procure, upon such terms and in such manner, as it deems appropriate, goods and services similar to those undelivered and the Bidder shall be liable to OICL for any excess costs incurred for procurement of such similar goods or services (capped at 5% differential value). However, the Bidder shall continue performance of the contract to the extent not terminated.

4.16 Force Majeure

The Bidder shall not be liable for forfeiture of his performance security, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of OICL either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify OICL in writing of such conditions and the cause(s) thereof. Unless otherwise directed by OICL, the Bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.17 Termination for Insolvency

OICL may, at any time, terminate the contract by giving written notice to the Bidder, without any compensation to the Bidder, whatsoever if:

- i. The Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to OICL.
- ii. the Supplier being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture/shareholders or circumstances occur



entitling the court or debenture/shareholders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the OICL.

4.18 Termination for Convenience

Either party may, by 30 calendar days written notice sent to the other party, terminate the contract, in whole or in part at any time of their convenience. The notice of termination shall specify the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

The goods and services that are complete and ready for shipment within 30 calendar days after the receipt of notice of termination by the Bidder shall be purchased by OICL at the contracted terms and prices. For the remaining goods and services, OICL may elect:

- i. To have any portion completed and delivered at the contracted terms and prices; and/ or
- ii. To cancel the remainder and pay to the Bidder a mutually agreed amount for partially completed goods and services and for materials and parts previously procured by the Bidder.

4.19 Resolution of disputes

OICL and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of OICL and the Bidder, any disagreement or dispute arising between them under or in connection with the contract. If OICL project manager and the Bidder project manager are unable to resolve the dispute they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and OICL respectively. If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and OICL, OICL and the Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration. All questions, claims, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties failing which the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the presiding arbitrator. The Arbitration and Reconciliation Act, 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be New Delhi. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either Party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

4.20 Governing Language

The contract shall be written in the language of the bid i.e. English. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in that same language. English Language version of the contract shall govern its implementation.

4.21 Applicable Law

The contract shall be interpreted in accordance with the Indian Laws for the time being in force and will be subject to the exclusive jurisdiction of Courts at Delhi (with the exclusion of all other Courts)



4.22 Prices

The prices quoted (as mentioned in Appendix 2 - Bill of Materials submitted by the Bidder) for the solution and services shall be firm throughout the period of contract and shall not be subject to any escalation.

4.23 Taxes & Duties

The Bidder shall be entirely responsible for all taxes, duties, license fees, and demurrage charges etc., incurred until delivery of the contracted goods & services to OICL. However, Octroi / local levies (if any), in respect of transaction between OICL and Bidder, will be reimbursed by OICL, on submission of proof of actual transaction. If there is any increase/decrease in taxes/ duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to OICL.

4.24 Deduction

Payments shall be subject to deductions (such as TDS) of any amount, for which the Bidder is liable under the agreement against this tender.

4.25 No Claim Certificate

The Bidder shall not be entitled to make any claim whatsoever against OICL under or by virtue of or arising out of this contract, nor shall OICL entertain or consider any such claim, if made by the Bidder after he shall have signed a "No Claim" certificate in favor of OICL in such forms as shall be required by OICL after all payments due to the Supplier are made in full.

4.26 Rights reserved by OICL

- i. Company reserves the right to accept or reject any or all Bids without assigning any reasons.
- ii. Company reserves the right to verify the validity of information given by the Bidders. If at any future point of time, it is found that the Bidder had made a statement, which is factually incorrect, OICL will reserve the right to debar the Bidder from bidding prospectively for a period to be decided by OICL and take any other action as maybe deemed necessary.
- iii. OICL reserves the right to issue a fresh RFP for this project at any time during the validity of the contract period with the selected Bidder.

4.27 Limitation of Liability

Bidder's cumulative liability for its obligations under the contract shall not exceed the total contract value and the Bidder shall not be liable for incidental / consequential or indirect damages including loss of profit or saving.

4.28 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender document all of which are several and cumulative and are not



exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

4.29 Violation of terms

OICL clarifies that OICL shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies OICL may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

4.30 Repeat Order

OICL may place Repeat Order against the original order for a quantity up to 50% of the original order quantity within six months of placing the original order.



5 Instruction to Bidders

5.1 Procedure for submission of Bids

Bidders are required to submit Bids online through TCIL e-procurement portal - <https://www.tcil-india-electronictender.com>. Submission of Online Bids is mandatory for this Tender.

5.1.1 Tender Bidding Methodology

Sealed Bid System.

The Bidders will be required to submit following three separate documents.

1. Eligibility Bid
2. Technical Bid
3. Commercial Bid

5.1.2 Broad Outline of Activities from Bidder's Perspective

1. Bidders must have a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System[®] (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to an MA
6. Clarification to Tender Documents on ETS
 - Query to OICL
 - View response to queries posted by OICL
7. Bid-Submission on ETS
8. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant Bid-Part (i.e. Pre-Qualification)
9. Post-TOE Clarification on ETS
 - Respond to OICL Post-TOE queries
10. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant part (i.e. Technical Bid; only for Pre-Qualification Responsive Bidders)
11. Post-TOE Clarification on ETS
 - Respond to OICL Post-TOE queries
12. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant part (i.e. Financial Bid; only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].



Registration

To use the ElectronicTender® portal <https://www.tcil-india-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

Important Note:

To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

| | |
|--------------------|--|
| TCIL/ ETS Helpdesk | |
| Telephone/ Mobile | Customer Support: +91-11-26241790 (Multiple Telephone lines) Emergency Mobile Numbers: +91-9868393775 (Please contact in case of emergency during non-working hours) |
| E-mail ID | ets_support@tcil-india.com |

| | |
|--|--|
| Buyer Organization Name Contact | |
| Buyer Organization Name Contact Person | J. P. Vajpei / Rajiv Gupta/ G. S. Rana / Shobhit Agarwal |
| Telephone/ Mobile | 9560230101 / 9810713532 / 9250193021 [between 10:00 hrs. to 18:00 hrs. on working days] |
| E-mail ID | jpvajpei@orientalinsurance.co.in / gsrana@orientalinsurance.co.in / shobhitagarwal@orientalinsurance.co.in |

5.1.3 Offline Submissions

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope at the address mentioned in Section 1.5.

The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. Original copy of the Bid Security in the form of a Bank Guarantee.
2. Original copy of the power-of-attorney
3. Pass Phrase for all bid parts i.e. Eligibility, Technical & Commercials.

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.



5.1.4 Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in ElectronicTender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the ElectronicEncrypter® functionality, the contents of both the 'Electronic Forms®' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill ElectronicForms® for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms® and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms® is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms®, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the ElectronicForms® and the 'Main-Bid', the contents of the ElectronicForms® shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (e.g. the higher price) for the purpose of short-listing, and the lower of the two pieces of information (e.g. the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the OICL.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

5.1.5 Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized



representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted by the bidder himself during the TOE itself or as per alternative methods prescribed in the Tender Documents, salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

5.1.6 SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically for Supplier organizations, the following '**SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [i.e. a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of



Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

5.1.7 Minimum Requirements at Bidder's End

- Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity.
- Microsoft Internet Explorer 7.0 or above
- Digital Certificate(s)

Note:

1. The Bid shall be typed in English and signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. The person(s) signing the Bids shall initial all pages of the Bids.
2. All envelopes should be securely sealed and stamped.
3. It is mandatory for the Bidder to quote for all the items mentioned in the RFP.



5.2 Bid Security

EMD of Rs. 50,000/- (Rupees Fifty Thousand Only) in the form of Bank Guarantee favoring 'The Oriental Insurance Company Ltd' valid for six months should be submitted as per format given in Annexure 5 - Pro forma for Bid Security.

- a) BG should be drawn on Nationalized / Scheduled bank in favor of 'The Oriental Insurance Company Ltd'. Non-submission of BG along with Eligibility-Bid document will disqualify the Bidder.
- b) BG will be returned to the qualified Bidder after acceptance of Purchase Order and/ or Signing of the Contract(s) by the Bidder and submission of required Performance Bank Guarantee (PBG) as per format given in Annexure 6 - Pro forma for Performance Security.
- c) For the Bidders who do not qualify in this tender, BG will be returned after the selection of successful Bidder.
- d) EMD submitted by Bidder may be forfeited if:
 1. Bidder backs out of bidding process after submitting the bids;
 2. Bidder backs out after qualifying;
 3. Bidder does not accept the Purchase Order / Sign the Contract within the time prescribed by OICL after qualifying Bid Documents

5.3 Eligibility Bid Documents

1. Compliance to Eligibility Criteria as per RFP Section 1.6 along with all relevant supporting documents
2. Application Form for Eligibility Bid as per Annexure 1
3. The references of bidder's clients. Also provide the name, designation, and contact details of a contact person for each reference as per Annexure 2.
4. EMD of Rs.50, 000 (Rs. Fifty Thousand) in the form of BG favoring 'The Oriental Insurance Company Limited' as per Annexure-5.
5. The corporate profile of the bidder (printed corporate brochure is preferred).
6. The profile of the bidder (template given in Annexure-10)
7. List of bidder's support/service locations in India.
8. Bidder shall submit PAN number, Service Tax Registration number.
9. Undertaking that the Bidder has quoted for all items and the bid validity will be for 180 days from the date of submission of bid.
10. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder
11. Statement of No-Deviation (Annexure 8)



5.4 Technical Bid Documents

1. Executive Summary of Bidder's response. The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide an overview of Bidder's organization and position with regards to proposed solution and professional services. A summary of the Bidder's products and services that will be provided as a part of this procurement should follow.
2. Detailed technical note covering the detailed scope of work.
3. Compliance to Minimum Technical Specifications as per Appendix 1.
4. The Bidder should also include a replica of the final commercial bid without prices in the technical bid. The Bidder must note that the masked commercial bid should be actual copy of the commercial bid submitted with prices masked and not copy of the Pro-forma/format of the Appendix 2 – Bill of Materials in the RFP.
5. Part coded Technical Bill of Material.

Note:

1. Participation in this tender will mean that the Bidder has accepted all terms and conditions and clauses of this tender and subsequent modifications to this tender, if any.
2. The documentary evidence asked in respect of the eligibility criteria would be essential. Bids not accompanied by documentary evidence may be subject to rejection. Clarification/ Additional documents, if any, sought by OICL from the Bidder has to be submitted within the stipulated time. Otherwise, bid will be rejected and no further correspondence in the matter will be entertained by OICL.
3. Any alterations, erasures or discrepancies in figures etc. may render the bid invalid. The bid may be rejected in case of non-adherence to any of the instructions given above.
4. OICL reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission or partial submission of technical details.
5. OICL may at its discretion waive any minor non-conformity in any offer and the same shall be binding on all Bidders and OICL reserves the right for such waivers.
6. If OICL is not satisfied with the technical specifications in any tender and observes major deviations, the technical bids of such Bidders will not be short-listed and the price bids of such Bidders will not be opened. No further discussions shall be entertained with such Bidders in respect of the subject technical bid.

5.5 Commercial Bid Documents

Commercial Bid should contain Appendix 2 – Bill of Materials. The Commercial Bid should give all relevant price information and should not contradict the Pre-qualification cum Technical Bid in any manner.

There should be no hidden costs for items quoted. The rates quoted should be in Indian rupees only and same should be rounded off to the nearest rupee and filled in both words and figures.



6 Evaluation Criteria

The competitive bids shall be submitted in two stages:

- ▶ Stage 1 – Eligibility cum
- ▶ Stage 2 - Technical Evaluation
- ▶ Stage 2 – Commercial Evaluation

6.1 Eligibility Evaluation

Eligibility cum Technical criterion for the Bidders to qualify this stage is clearly mentioned in Clause 1.6. The Bidders who meet ALL these criteria would only qualify for the second stage of evaluation. The Bidder would also need to provide supporting documents for eligibility proof. All the credentials of the Bidder necessarily need to be relevant to the Indian market.

The decision of OICL shall be final and binding on all the Bidders to this document. OICL may accept or reject an offer without assigning any reason whatsoever.

6.2 Technical Evaluation

The technical proposals of only those bidders shall be evaluated who have satisfied the eligibility criteria requirements.

The scoring methodology for technical bid components is explained in the following paragraphs. The proposal submitted by the bidders shall, therefore, be evaluated on the following parameters:

1. Compliance to Functional requirements
2. Compliance to Technical requirements
3. Bidder's capability and experience
4. Site-visits and Product Walk through
5. Technical Presentation on Capability & Service Model by the bidder

The proposal submitted by the Bidders shall, therefore, be evaluated on the following criteria:

| S.No. | Technical Criteria | Maximum Marks |
|-------|---------------------------------------|---------------|
| 1 | Functional and Technical Requirements | 700 |
| 2 | Product Demonstration | 50 |
| 3 | Presentation on proposed solution | 50 |
| 4 | Past Experience | 200 |
| | Total | 1000 |

The bidders scoring less than 70 percent marks (cut-off marks) in the technical evaluation shall not be considered for commercial opening of the bids. Once the evaluation of technical proposals is completed, the bidders who score more than the prescribed cut-off score will only be shortlisted for commercial opening of the bids.

OICL reserves the right to modify / amend the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of



any such change. Any time during the process of evaluation, OICL may seek specific clarifications from any or all the Bidders. OICL's decision in this regard shall be final & binding and no further discussion / interface will be held with the bidders whose bids are technically disqualified / rejected.

Scoring Methodology:

1. Compliance to Functional and Technical Requirements

Responses received in Appendix 1 – Functional Checklist would be used for evaluating the Bidder on the functionality being proposed by the Bidder. The Functional Score for each area in Appendix 1 would be worked out as follows:

All the requirements are mandatory. Bidder shall indicate the availability of each requirement as a Fully Compliant (F) or customization I.

The functional requirements which are mentioned as customized or not feasible shall be provided to OICL before UAT at no extra cost to the OICL.

Marks will be awarded as per the table below:

| Bidder's Response | Marks |
|---------------------|-------|
| Fully Compliant (F) | 10 |
| Customization (I) | 6 |
| Not Feasible (N) | 0 |

Where,

- Fully Compliant (F): The system that shall be delivered currently supports this function either in native form or through existing parameterization without further enhancement or the use of either programming or user tools, i.e. included in the base package, to be delivered in the version of the solution being proposed to OICL.
- Customization (I): The function is not available in the product and it would require customization by the bidder and the bidder shall provide these features at no additional cost before the beginning of the User Acceptance Test.
- Not Feasible (N): The function is not available in the product and cannot be provided even after customization

The total marks obtained against the total number of functional specifications will be proportionately modified to a maximum of 700 for the sake of evaluation.

Note: Unreasonable scope limitations which defeat the purpose of this RFP shall lead to reduction in scores or even possibility of disqualification of the bidder. This will be at the sole discretion of the OICL.

2. Product Demonstration

The same criteria (as for the evaluation for functional specifications) will be applied to product demonstration also. In case where the requirements in Annexure is responded as 'F' and is not demonstrated by the bidder (on OICL request), then the corresponding responses would be changed to 'N' in Annexure. OICL, at its sole discretion, may also penalize the bidder on the total score if such cases are observed. Technical score will be finalized based on the responses provided by the bidder and product demonstration.

| S.No. | Area | Section Weight | Maximum Score |
|-------|--|----------------|---------------|
| | | 50 | |
| 1 | Platform Support | | 5 |
| 2 | Integration with OICL's Systems (Interfaces) | | 5 |



| | | | |
|---|---------------------------------------|--|----|
| 3 | Technical Requirements Support | | 15 |
| 4 | Scalability and Availability | | 5 |
| 5 | Reporting Systems (MIS) | | 5 |
| 6 | Statutory and Regulatory Requirements | | 5 |
| 7 | User Interface | | 5 |
| 8 | Post Implementation Services | | 5 |

Technical score will be finalized based on the responses provided by the bidder and product demonstration.

3. Presentation on Proposed Solution

All eligible bidders will be required to make presentations to supplement their bids, showcase overall solution proposed and show a detailed product demonstration. The OICL will schedule presentations and the time and location will be communicated to the bidders. Failure of a bidder to complete a scheduled presentation to the OICL may result in rejection of the proposal.

| Category | Marks |
|---|-------|
| Understanding of OICL business Operating environment and scope | 5 |
| Demonstration of organization capability for the proposed initiative | 5 |
| Service Model demonstration | 5 |
| Demonstration of value proposition offered in the bid which shall enable the success of the project | 5 |
| Detailed Solution Capability and Implementation approach | 25 |
| Innovative use cases for the OICL | 5 |

4. Scoring for Past Experience

The bidder should provide details of past experience in implementing SMS Services. The bidder's past experience shall be evaluated and the score obtained by the bidder shall be considered for evaluation as given in the Annexure in the sheet named "Past Experience". The bidder should provide the details of all the implementations in OICL including details of scope of project, number of branches with breakup of the role and proof of implementation experience.

| Category | Maximum Marks | No. of Credential | Marks |
|--------------------------------|---------------|--|-------|
| Implementation of SMS Services | 200 | 5 or more than 5 BFSI sector clients | 200 |
| | | 5 or more than 5 clients of which 3 or 4 are BFSI sector clients | 150 |

6.3 Commercial Evaluation

The commercial bids for the technically qualified Bidders will be opened and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at OICL's discretion. The total cost of ownership for the purpose of evaluation shall be calculated over the contract period of Three (3) years.

OICL will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest commercial bid (L1), provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.



7 Service Level & Penalty

SLA requirements covering the scope of work and technical requirements is as given below:

- a. SLA for SMS Services
- b. Complete Solution (Push, Pull type SMS Alerts) must have 99.90% uptime and should be available on 24x7, 365 basis. However, scheduled downtime will not be added for uptime calculation.
- c. Push Alerts should be delivered as per following timelines –

| SMS Category | Description | Delivery Time |
|--------------|--|-------------------|
| Priority 1 | High Priority Alerts | Within 30 seconds |
| Priority 2 | Transactional SMSs / Batch SMSs in real time | Within 4 minutes |
| Priority 3 | Promotional SMSs | Within 2 hours |

- d. Online mechanism in real time mode has to be provided for SLA enforcement with regard to Uptime of Push/Pull Service and Delivery of Push SMS Alerts, along with flexibility to generate MIS on daily/weekly/fortnightly/monthly/specified date range basis at specified in the RFP.
- e. SMS Alerts should be delivered in all geographical areas without any exception.
- f. OICL shall reserve the right to perform root cause analysis (RCA) by its internal team(s) or engage external parties to perform the same. The successful bidder shall cooperate with the team performing the procedures. Decision taken by OICL for RCA performed shall be final.

7.1 Penalty

- a) The successful bidder must strictly adhere to the delivery dates or lead times identified in its proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to OICL, may constitute a material breach of the Bidder's performance. As a deterrent for delays during implementation, OICL may levy penalties for delays attributable to the successful bidder.
- b) All charges will be on monthly basis.
- c) Desired throughout of 100 SMS/sec has to be maintained at service provider server to prevent formation of SMS alerts queues.
- d) The calculation for number of SMS sent would be based on all SMS sending transactions issued by applications.
- e) No payment will be made for SMS alerts failed/not delivered due to any fault/failure on the part of bidder/telecom operator.
- f) Bidders to ensure inter-operability between all existing and new service providers for delivery of Push/Pull type SMSs.
- g) Bidder will provide details of SMS delivered by them with bifurcation of successful, unsuccessful and split messages.
- h) All payments will be made after deducting penalties, if any.
- i) The penalty amounts will be deducted by OICL from any payment due or becoming due to the bidder under this purchase contract or may be recovered by invoking Bank Guarantee or otherwise from bidder.
- j) All the below penalties are independent of each other and are applicable separately and concurrently.
- k) Penalties are not applicable for reasons attributable to OICL and / or Force Majeure.
- l) In Case of invalid phone numbers given by OICL, the penalty is not applicable. However, the list of invalid phone numbers must be shared to OICL every month, with the date of attempting the SMS.

7.1.1 Penalties for Delay in Delivery of Push-Type SMS Alerts

SMSs sent by the OICL will have to be delivered within the stipulated timelines. Failure to comply with the timelines for delivery of messages pushed by the OICL will attract penalty as follows:



| Description | Penalty (% of SMS charges payable) |
|---|------------------------------------|
| Any SMS not delivered due to any technical fault / failure on part of the bidder. | 100% |
| Priority 1 SMSs delivered after 30 seconds but before 2 minutes | 25% |
| Priority 1 SMSs delivered after 2 minutes | 100% |
| Priority 2 SMSs delivered after 4 minutes but before 6 minutes | 25% |
| Priority 2 SMSs delivered after 6 minutes | 100% |
| Priority 3 SMSs delivered after 2 hours but before 6 hours (excluding no-promotion period between 9 PM to 9 AM) | 25% |
| Priority 3 SMSs delivered after 6 hours (excluding no-promotion period between 9 PM to 9 AM) | 100% |

Note: Detailed MIS reports (as mentioned in this RFP document) regarding delivery of SMS alerts to customers will be provided by the bidder on daily / fortnightly / monthly basis for calculation of penalties. Further, the penalty so calculated will be adjusted with the payments.

7.1.2 Penalty for Failure to maintain uptime for Push and Pull SMS Alert Services

OICL expects the uptime of 99.9% of the complete solution to be calculated on monthly basis. Any degradation from the agreed uptime shall invite penalties from the bills of respective months, as under:

| S.No | Service Parameter | SLA Uptime | Penalty | Basis of Measurement/Remark |
|------|-------------------------|---------------|---|--|
| 1 | SMS Services remains up | 99.5%-97% | Deduct 5% of Quarterly Bill of | System up time Quarterly report from Bidder & Quarterly report of Successful Submission of messages. |
| 2 | SMS Services remains up | 95-97% | Deduct 10% of Quarterly Bill | System up time Quarterly report from Bidder & Quarterly report of Successful Submission of messages. |
| 3 | SMS Services remains up | Less than 95% | Deduct 15% of Quarterly Bill, OICL shall have the right to terminate the Contract As per RFP. | System up time Quarterly report from Bidder & Quarterly report of Successful Submission of messages. |

The penalty for failure to maintain uptime for Push and Pull SMS Alert Services shall be subject to a maximum of 20% Monthly SMS Charges payment value.

If uptime of services provided by bidder to OICL as per the RFP document for SMS alert delivery is less than 95% for two consecutive months, OICL may invoke performance bank guarantee.

8 Disclaimer

This RFP is being issued by OICL for inviting bids for providing SMS Services. The words 'Tender' and 'RFP' are used interchangeably to refer to this document. The purpose of this document is to provide the Bidder with information to assist in the formulation of their proposal. While the RFP has been prepared in good faith with due care and caution, OICL or any of its employees or consultants do not accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in this document. The information is not intended to be exhaustive. Interested parties are required to make their own inquiries. OICL reserves the right not to proceed with the project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the project further with any party submitting a bid. No reimbursement of any cost will be paid to persons, entities submitting a Bid.



9 Annexure

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9.1 Annexure 1: Application form for Eligibility Bid

To

The Deputy General Manager
The Oriental Insurance Company Limited.
IT Dept, 2nd Floor,
"ORIENTAL HOUSE", Head Office,
A-25/27, Asaf Ali Road,
New Delhi-110002

Application form for the Eligibility of the Bidder

Tender Ref. No. OICL/HO/ITD/SMS/2017/05 Dated 23rd March 2017

Company Details

| | | |
|---|--|--|
| 1 | Registered Name, Date and Address of The Bidder. | |
| 2 | Location of Corporate Headquarters. | |
| 3 | Sales Tax/ VAT Registration No. and Date of Registration | |
| 4 | Service Tax Registration No. and Date of Registration | |
| 5 | Address for Communication | |
| 6 | Contact Person 1 (Name, Designation, Phone, Email ID) | |
| 7 | Contact Person 2 (Name, Designation, Phone, Email ID) | |

Turnover and Net worth

| Financial Year | Turnover (Rs. in Crores) | Net worth |
|----------------|--------------------------|-----------|
| | | |
| | | |
| | | |

Details of EMD (BG/Demand Draft)

| Description | Rs. 50,000/- BG/Demand Draft towards EMD |
|-------------|--|
| | |

Signature: _____

Name: _____

Designation: _____

Date: _____

(Company Seal)



9.2 Annexure 2: Technical Experience Details and Reference Form

Please attach completion certificates/citations/notification for each reference provided.

| S.N. | Name of Client | Financial Year | Contact Details of Client | Details of Project | Date of Award of Project | Current Status of Project |
|------|----------------|----------------|---------------------------|--------------------|--------------------------|---------------------------|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |

Signature: _____

Name: _____

Designation: _____

Date: _____

(Company Seal)



9.3 Annexure 3: Contract Form

THIS AGREEMENT made on this _____ day of _____ between The Oriental Insurance Company Limited (hereinafter “the Purchaser”) of one part and “<Name of Vendor>” (hereinafter “the Vendor”) of the other part:

WHEREAS the Purchaser is desirous that certain software and services should be provided by the Vendor viz., _____ and has accepted a bid by the Vendor for the supply of those software and services in the sum of _____ (Contract Price in Words and Figures) (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

The following documents shall be deemed to form and be read and construed as part of this Agreement viz.

- The Schedule of Requirements and the Requirement Specifications
- The Service Level Agreement
- The General Conditions of Contract
- The Purchaser’s Notification of Award

In consideration of the payments to be made by the Purchaser to the Vendor as hereinafter mentioned, the Vendor hereby covenants with the purchaser to provide the services and to remedy defects therein the conformity in all respects with the provisions of the contract.

The purchaser hereby covenants to pay the Vendor in consideration of the provision of the services 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.

Brief particulars of the goods and services, which shall be supplied/ provided by the Vendor, are as under:

Total Value in words: _____
Total Value: _____

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

**Signed, Sealed and Delivered for
“The Oriental Insurance Co. Ltd.” by it’s
constituted Attorney**

**Signed, Sealed and Delivered for
M/s _____ by its constituted
Attorney**

Signature _____

Signature _____



| | | | |
|-------------|-------|-------------|-------|
| Name | _____ | Name | _____ |
| Designation | _____ | Designation | _____ |
| Address | _____ | Address | _____ |
| Company | _____ | Company | _____ |
| Date | _____ | Date | _____ |

**Company Seal
Witness I**

**Company Seal
Witness II**

| | | | |
|-------------|-------|-------------|-------|
| Signature | _____ | Signature | _____ |
| Name | _____ | Name | _____ |
| Designation | _____ | Designation | _____ |
| Address | _____ | Address | _____ |
| Company | _____ | Company | _____ |
| Date | _____ | Date | _____ |



9.4 Annexure 4: Query Format

RFP No. :

| Sr. No. | Page # | Point / Section # | Existing Clause | Query Sought |
|---------|--------|-------------------|-----------------|--------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |



9.5 Annexure 5: Pro forma for Bid Security

To: (Name of Purchaser)

Whereas _____ (hereinafter called 'the Bidder') has submitted its bid dated _____ for the _____. (hereinafter called "the Bid").

KNOW ALL MEN by these presents that WE _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto The Oriental Insurance Company Limited (hereinafter called "the Purchaser") in the sum of Rupees _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2017.

The Conditions of this obligation are:

If the Bidder withdraws his bid during the period of bid validity specified by the bidder in the bid; or

If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity

- i. fails or refuses to execute the Contract Form, if required; or
- ii. fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidder.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Dated this.....day of.....

Place:

Date:

Seal and signature of the vendor



9.6 Annexure 6: Pro forma for Performance Security

To: (Name of Purchaser)

WHEREAS..... (Name of Supplier) (Hereinafter called "the Supplier") has undertaken, in pursuance of Contract No..... dated..... 2017 to supply..... (Description of Products and Services) (Hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein, as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit 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 theday of.....

Signature and Seal of Guarantors (Supplier's Bank)

.....
Date.....
Address.....
.....
.....



9.7 Annexure 7: Major Related Activities carried out in last three years & their %age in revenue

| S. No. | Services | Year = | | Year = | | Year = | |
|---------------|--------------|--------|--------------|--------|--------------|--------|--------------|
| | | Amount | % in Revenue | Amount | % in Revenue | Amount | % in Revenue |
| Bidder | | | | | | | |
| 1 | SMS Services | | | | | | |
| Total | | | | | | | |

Signature _____
Name _____
Designation _____
Date _____



9.8 Annexure 8: Statement of No Deviation

To

The Deputy General Manager
Information Technology Department
The Oriental Insurance Company Limited
2nd Floor, Head Office, "Oriental House"
A-25/27, Asaf Ali Road
New Delhi - 110 002

Reference: Tender Ref No: **OICL/HO/ITD/SMS/2017/05 Dated 23rd March 2017**

Sir,

There are no deviations (null deviations) from the RFP Requirements and Terms & Conditions of the tender. All the terms and conditions of the tender are acceptable to us.

| | Witness | | Bidder |
|-------------|----------------|-------------|---------------|
| Signature | | Signature | |
| Name | _____ | Name | _____ |
| Designation | _____ | Designation | _____ |
| Address | _____ | Address | _____ |
| Company | _____ | Company | _____ |
| Date | _____ | Date | _____ |
| | _____ | | _____ |



9.9 Annexure 9: Office locations and service infrastructure facilities

| Details of the Centre(s) owned and operated by the Bidder | | | | | | | |
|---|---------|----------------|---------------------|---------------|----------------|---------------|---------|
| Name of City where located | Address | Contact Person | Telephone Number(s) | Fax Number(s) | E-mail address | Working hours | Remarks |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Witness

Signature _____
 Name _____
 Designation _____

Address _____
 Company _____
 Date _____

Bidder

Signature _____
 Name _____
 Designation _____

Address _____
 Company _____
 Date _____

Company Seal



9.10 Annexure 10: Bidder Profile

- a) Registered Name & Address of The Bidder :
- b) Location of Corporate Head Quarters :
- c) Date & Country of Incorporation :
- d) Service facilities location & size :
- e) Major Related Activities carried out in last two years & their %age in revenue :
- f) Total number of employee :
- g) List of major clients :
- h) Name & Address of Contact Person with Tel. No / Fax /e-mail :
- i) Client Reference :
- j) Annual turnover for the three previous financial years :
- k) Net worth (Paid up capital plus free reserves) for the previous financial year (2015-16) :

NOTE: - Please attach last year's financial results duly certified by the auditors along with an attested copy Certificate of Incorporation.

Signature: _____

Name: _____

Designation: _____

Date: _____

(Company Seal)



9.11 Annexure 11: OICL Present IT Setup

To bring uniformity, security and centralized access OICL has adopted integrated non-life insurance application software, named INLIAS. INLIAS is running successfully in around 1800 offices of OICL in a centralized architecture. The application serves the entire business requirements of OICL. Its scope covers from underwriting, accounting, claims processing, report generation and reinsurance requirements.

OICL has its own software development team that manages payroll, PF, web portal and other IT systems used in OICL.

Daily around 40,000 documents (proposal, endorsement etc.) are being entered into the system. Users generate around 50,000 transaction reports (Premium receipt etc.) and 25000 non-transaction reports (GL Summary etc.) on a normal working day. The transaction load increases by around 10% on every month-end/year-end. Also the volume of report-generation increases on the first three working days of every month.

OICL has its data centre site at Bengaluru and Disaster recovery site at Navi Mumbai. The following sections briefly describe the core insurance application and portal application which are required to be integrated with the enterprise content management solution.

9.11.1 INLIAS Architecture

BACK-END:

INLIAS is an intranet based application with 3-tier architecture. The infrastructure is hosted at OICL's centralized Data Centre. The Oracle application server suite is being used to serve client interface and reporting requirements. The Oracle 11g database is hosted on a high-end SUN SPARC server. The OS platform for all the database, application and reporting servers is Solaris 10.

LAN architecture is similar in Data Centre and Disaster Recovery Sites. Users have to use separate URLs for accessing individual sites.

FRONT-END:

There is no INLIAS specific client-side software. Users open the application using a generic browser (IE 5 and above) with java component (Jinitiator 1.3.1.22) installed. User requests are received by a load balancer and routed to one of the available application servers. Thereafter a session will be established between client and the server. Users cannot hit individual application servers and all offices use the same URL for accessing the application.

9.11.2 Web Portal and Mobile Applications for OICL

OICL's current web portal is on Liferay. The Portal solution is integrated with the core INLIAS insurance application for various business transactions and queries. OICL's technology architecture vision for this Portal solution is on a "Service Oriented Architecture Model".

The overall architecture has been divided into the following distinct layers as below:

- Client Layer
- Presentation Layer
- Business Layer
- Data Storage Layer
- Integration Layer
- Security Layer
- Management and Monitoring Services

The mobile application architecture leverages the Service Oriented Architecture provided by the service layer of the portal application. The application has a lightweight User Interface layer



comprising of HTML5 and CSS3 and it consumes the business services through a JSON (JavaScript Object Notation) interface.

9.12 Annexure 12: Projection Figures

Projection figures for SMS sent from the OICL

| SMS Category | Description | Delivery Timelines | Estimated No. per year |
|-------------------|---|--------------------|------------------------|
| Priority 1 | High Priority Alerts Example: Password Reset/OTP | Within 30 seconds | 20,00,000 |
| Priority 2 | Transactional SMSs / Batch SMSs in real time | Within 4 minutes | 70,00,000 |
| Priority 3 | Promotional SMSs | Within 2 hours | 10,00,000 |

10 Appendix

10.1 Appendix 1: Technical and Functional Specifications

| S.No. | Description | Bidder's Compliance (F/I/N) | Bidder Remarks, if any |
|-------|--|-----------------------------|------------------------|
| 1 | The Bidder should have its own SMS Gateway Infrastructures like Servers, Communication links, software / applications, etc. for messaging related activity. | | |
| 2 | The services and related systems offered to OICL must conform to the requirements of the amended IT Act 2000 (including amendments in IT Act 2008) pertaining to delivery of SMS alerts. | | |
| 3 | The solution offered should provide Push and Pull based SMS alert services to OICL. For providing these services, the offered solution should be seamlessly integrated with OICL Core Insurance Solution or any middleware deployed in OICL. The integration cost, wherever applicable, will be borne by the bidder. The bidder must ensure that all outward / inward SMS are delivered to desired mobile numbers / OICL applications. | | |
| 4 | The solution offered should integrate with applications at DC and DR site of OICL including test setup. Site Locations are given below: | | |
| 4.1 | DC: Bangalore | | |
| 4.2 | DRC: Mumbai | | |
| 5 | The code (long code/short code) allotted to OICL should be easily memorable and accessible to OICL customers through all the telecom operators on 24X7, 365 basis | | |
| 6 | The codes once allocated to OICL for accessing Pull Service (long code/short code) will be property of OICL. In case of expiry of contract or termination of the contract due to any reason, the bidder has to surrender these codes to the OICL | | |
| 7 | The bidder should have the capability to interface with any of the OICL applications that the OICL may introduce at a future date without any cost. The SMS Services should have the capability to meet this requirement without any change in its functionality. | | |
| 8 | The solution offered should have capabilities to send SMS to all GSM and CDMA handsets and on all telecom operators available in India and internationally, without any exception. | | |
| 9 | Availability of Pull services and delivery of alerts to be made on 24*7, 365 basis. | | |



Request for Proposal for
Selection of Vendor for SMS Service

| S.No. | Description | Bidder's Compliance (F/I/N) | Bidder Remarks, if any |
|-------|---|-----------------------------|------------------------|
| 10 | SMS system should provide HTTP/HTTPS API, which can be used to send SMSs by calling the API and SMS system should provide the feature to update the delivery status for those SMSs in the database. | | |
| 11 | The bidder's system/solution should handle URL based communication, both secured (https) and normal (http) based communication and the messages should be delivered to a specific port, if the port is provided in URL. | | |
| 12 | The solution offered should provide connection for delivery of outgoing / incoming alerts with guaranteed delivery. | | |
| 13 | Sender ID allotted should be unique for OICL and the same should not be used by other entity across the world other than OICL | | |
| 14 | The bidder should have tie up/arrangements with multiple telecom service providers for delivery of outgoing/incoming SMS Alerts for OICL PUSH and PULL service to/from national mobile subscribers (subscribers of telecom operators like BSNL, MTNL, Reliance, Airtel, Vodafone, Idea, Tata Indicom etc.). | | |
| 15 | Bidder to ensure that SMS message whose content exceeds 160 characters (max. limit 480 characters), should be delivered as a single message on receiver's handset, unless there is dependency on the receiver's mobile handset. | | |
| 16 | The bidder should be capable of providing real time automatic delivery report / acknowledgement for last mile delivery (on the mobile handset of the customer / end user) of each SMS Alert along with status and time stamp. | | |
| 17 | The bidder should have the facility of online filtering of DND numbers on real time basis. | | |
| 18 | Promotional SMS must support both instant mode and scheduled mode | | |
| 19 | The messaging platform must be able to send, receive and process various categories of SMS services like Broadcast, Scheduled, Events, and Interactive SMS. | | |
| 20 | The bidder should have the facility of assigning priorities to different type of SMS Alerts being sent by the OICL and deliver the alerts as per the priorities defined. | | |
| 21 | Checks should be properly imposed to avoid duplicate / multiple SMS delivery to customers. | | |
| 22 | The solution offered should be a Multilingual messaging solution supporting Hindi and English at the minimum. Future additions in languages must be supported by the Bidder. | | |



| S.No. | Description | Bidder's Compliance (F/I/N) | Bidder Remarks, if any |
|-------|---|-----------------------------|------------------------|
| 23 | The bidder's solution should offer configurable mechanism in terms of number of retries / expiry and time duration for each retry for messages that cannot be delivered immediately. | | |
| 24 | The bidder should have proper test infrastructure with capability of end to end testing of all integration with OICL applications. | | |
| 25 | The bidder should have capability to communicate through dedicated leased lines for mentioned services (Push and Pull) between OICL and bidder's infrastructure. | | |
| 26 | Online mechanism in real time mode has to be provided for SLA enforcement with regard to Uptime of Push/Pull Services and Delivery of Push SMS Alerts, along with flexibility to generate MIS on daily/weekly/fortnightly/monthly/specified date range basis. | | |
| 27 | The bidder should provide Dashboard / Website / Portal for Administration features like: | | |
| 27.1 | Monitoring of total messages sent within a day/ week/ month | | |
| 27.2 | Time delay (if any) in sending the messages | | |
| 27.3 | No. of failed messages (with reasons for failure) | | |
| 27.4 | Invalid mobile numbers | | |
| 27.5 | No. of push, pull, promotional messages sent | | |
| 27.6 | Tracking Mechanism to track the Push/Pull messages flowing through the SMS Gateway. | | |
| 27.7 | Access to bidder's portal is required by which OICL may track the SMSs pushed to a particular mobile number by entering Mobile number and period for which data is required. | | |
| 27.8 | Generation of MIS reports having the following fields as a minimum - Mobile Number/MSISDN, Message text, Message Category, Bearer (GSM / CDMA), Operator, Circle, National/International, Sender Name/ID, Date/time of SMS received at gateway, Date/time of SMS sent to the operator, Date/time of SMS delivered to end subscriber, Status of SMS, Status description. The solution must generate reports as per operative and all future guidelines issued by IRDAI and any other regulatory body, during the period of contract. | | |
| 28 | The solution should be capable of generating detailed report in Excel/PDF/CSV and any other format specified by the OICL The software should be capable of providing the Mobile-wise, Date-wise, Product-wise, Category-wise reports, transaction based reports, Short code wise, aggregated reports per category. The reports should contain timestamps of SMS received at Bidder's Server, SMS sent to the Telecom operator, actual delivery to the end user and final status of SMS alert along with status description. | | |



Request for Proposal for
Selection of Vendor for SMS Service

| S.No. | Description | Bidder's Compliance (F/I/N) | Bidder Remarks, if any |
|-------|--|-----------------------------|------------------------|
| 29 | Bidder to maintain the data with regard to SMSs sent for at least 1 Quarter available at front-end GUI. The back-up must be maintained for all previous years. Bidder should retrieve and provide the required data to OICL within 24 hours of receiving request in this regard from OICL. The data maintained should have the following minimum fields: | | |
| 29.1 | Mobile Number/MSISDN | | |
| 29.2 | Complete Message text | | |
| 29.3 | Message Category | | |
| 29.4 | Bearer (GSM/CDMA) | | |
| 29.5 | Operator | | |
| 29.6 | Circle | | |
| 29.7 | National/International | | |
| 29.8 | Sender Name/ID | | |
| 29.9 | Date/time of SMS received at the gateway | | |
| 29.10 | Date/time of SMS send to the operator | | |
| 29.11 | Date/time of SMS delivered to the end subscriber | | |
| 29.12 | Final Status of the SMS | | |
| 29.13 | Status description | | |
| 29.14 | SMS Type - Pushed by OICL, Customer Initiated, Promotional | | |
| 30 | The bidder should provide all the messages sent to their gateway in a CD / DVD to the OICL, on monthly basis containing details specified in point 31 above. | | |
| 31 | The bidder should provide facility for bulk SMS upload through their portal or OICL may request bidder to upload the file for bulk SMS on behalf of the OICL. Format for file is to be provided by the bidder. | | |
| 32 | The bidder shall be responsible for providing 24*7, 365 days after-sales support / service for the complaints relating to all the SMS Services. | | |



| S.No. | Description | Bidder's Compliance (F/I/N) | Bidder Remarks, if any |
|-------|--|-----------------------------|------------------------|
| 33 | The bidder should have an online ticketing mechanism for logging and tracking all the complaints raised by the OICL | | |
| 34 | It is the responsibility of the Bidder to change/upgrade/customize its infrastructure / solution at all levels for ensuring the compliance to statutory, regulatory guidelines from IRDAI, GOI, TRAI or any regulatory authority etc. at no extra cost to OICL. The bidder should be able to comply with all future changes effected by the mentioned regulatory bodies. | | |
| 35 | It will be the Bidder's responsibility to obtain necessary approvals for providing the required facility from TRAI or other statutory / regulatory bodies, if any. | | |
| 36 | DND compliance will be the responsibility of the Bidder/Service provider | | |
| 37 | OICL will not enter into any contract with any telecom, carrier or service provider. The bidder shall be the single point of contact for OICL. | | |
| 38 | SMS Services should be scalable to meet the requirements of the OICL for the entire contract duration. | | |
| 39 | The customers should receive welcome SMS upon successful registration for OICL SMS alerts | | |
| 40 | For promotional SMSs, solution should provide features including but not limited to below, in addition to other features specified in the RFP: | | |
| 40.1 | Online Website/Portal based access | | |
| 40.2 | Menu Driven Graphical User Interface (GUI) based access | | |
| 40.3 | User ID/Password based access to website/portal | | |
| 40.4 | Facility of Admin Users to create / modify / delete / maintain users for various locations within OICL | | |
| 40.5 | Sending SMS to one / many mobile numbers | | |
| 40.6 | Upload of Mobile Numbers through Excel and Text formats | | |
| 40.7 | Scheduling SMS | | |
| 40.8 | Provision of Web-based reports for download in Excel/Text/PDF format | | |



Request for Proposal for
Selection of Vendor for SMS Service

| S.No. | Description | Bidder's Compliance (F/I/N) | Bidder Remarks, if any |
|-------|---|-----------------------------|------------------------|
| 40.9 | MIS for promotional SMSs user ID wise, period wise, date wise, status wise(delivered, undelivered) etc for SMS alerts sent. | | |
| 41 | The service provider should provide customized reports as per OICL requirements in various formats like Excel, CSV etc. | | |
| 41.1 | Solution needs to be rule based which can be changed without any down time | | |
| 41.2 | Solution should deal with latency in delivery of critical messages and re-route such messages through other vendors in case there is delay in delivery through one. | | |
| 41.3 | Solution should define time limit with respect to delivery of all types of SMSs | | |
| 41.4 | Solution should have ability to add to new vendors and manage them with respect to scalability and throughput | | |
| 41.5 | Solution should have ability to send alerts during system or connection failure , exceeding of SMS queue beyond threshold limit etc. | | |
| 41.6 | Solution should have ability to manage SMS delivery and service providers during downtime. | | |
| 41.7 | Solution should have ability to connect to multiple applications | | |
| 41.8 | Solution should be capable of populating DCR from operators, utilization report of operators. | | |
| 41.9 | Solution should have the capability to set the priority of messages so that critical messages should not wait in queue | | |
| 42 | Solution should be capable of sending long messages also which exceeds more than 160 character | | |
| 42.1 | Solution should be capable of sending multilingual messages, flash messages | | |
| 42.2 | Solution should be scalable to add multiple providers / connections and also provide interface to monitor the performance. | | |



10.2 Appendix 2: Bill of Material

| S.No. | Guidelines |
|-------|--|
| I | Overall |
| 1 | The bidder is expected to quote the costs for all items required for fully complying with the requirements of the RFP and the addenda in the respective sections of the price bid. The prices for the respective sections would be deemed to include all components required to successfully utilize the solution. |
| 2 | OICL is not responsible for any arithmetic errors in the commercial bid details sheet committed by the shortlisted bidders, however, if there are any computational errors, OICL will evaluate the Bid as per provisions contained under RFP document. |
| 3 | The bidder is expected to specify the type of licenses along with the details with respect to quantity/rate/etc, wherever applicable. |
| 4 | In case the bidder includes/combines any line item as part of any other line item in the commercial bid, then this has to be clearly mentioned in the description indicating the line item which contains the combination |
| 5 | The bidder has to quote for each line item. If any line item is part of the solution proposed in the RFP response, it has to be referenced. If it is not applicable, then the Bidder has to mention Not Applicable (NA). |
| 6 | Tax information is to be mentioned separately in this Bill of Material. The TAX TYPE and PERCENTAGE should be clearly mentioned in the Bill of Materials. The bidder shall be entirely responsible for all taxes, duties, license fees, and demurrage charges etc., incurred until delivery of the services to OICL. However, Octroi / local levies (if any), in respect of transaction between OICL and bidder, will be reimbursed by OICL, on submission of proof of actual transaction. If there is any reduction in duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to OICL. |
| 7 | The Bidder may insert additional line items as applicable based on the solution offered in the respective tabs |
| 8 | The Bidders should quote as per the format of Bill of Material ONLY and a masked replica of the Bill of Material should be enclosed in the technical bid. |
| 9 | Bidder is required to cover component by component licensing details for each of the software components proposed to OICL. |
| 10 | The <u>masked</u> Bill of Materials which would be submitted as part of the Technical Bill of Material should contain "XX" for ALL the corresponding commercial values that will be present in the unmasked Bill of Material that will be part of the Commercial submission. |
| 11 | All amounts in the Bill of Material should be in INR |
| 12 | The Bidder should to the extent possible stick to the same structure of the Bill of Material. Hence OICL does not expect the bidders to delete necessary rows. |
| III | Implementation |



Request for Proposal for
Selection of Vendor for SMS Service

| S.No. | Guidelines |
|-----------|--|
| 1 | Bidder shall provide the solution wise implementation cost. Each solution implementation should include all the costs associated with the complete implementation of the solution covering all the the locations & implementation of associated components like software etc. |
| IV | Training |
| 1 | Bidder needs to provide operational, administration training & certification to OICL or its nominated vendor. |
| 2 | The rates provided by the bidders should be applicable or any additional trainings that OICL may require throughout the tenure of the contract. |
| V | Facilities Management -ATS |
| 1 | Bidder is expected to provide a detailed break up of all products and services that are under the scope of facilities management as part of the technical bid, in the technical bill of materials i.e. the above format is expected to be replicated for each item to be covered under the scope of facilities management. |
| 2 | The bidder has to note that the ATS cost will begin post implementation of SMS Services |
| 3 | The ATS cost for applications has to be quoted in separate line items in this section. The Bidder has to create additional line items in this section if required |
| 4 | The bidder shall be entirely responsible for all taxes, duties, license fees, and demurrage charges etc., incurred until delivery of the services to OICL. However, Octroi / local levies (if any), in respect of transaction between OICL and bidder, will be reimbursed by OICL, on submission of proof of actual transaction. If there is any reduction in duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to OICL. |
| VI | Code Rent Cost |
| 1 | The Number of unit mentioned in this section is for price discovery, the payment will be made to the bidder on the basis of actual procurement. The Unit rate provided will be used on pro-rata basis applicable throughout the period of the contract |
| 2 | Charges Mentioned in the PART B may be used on pro-rata basis as and when OICL procure the Services during the contract period. |

Summary

| S.No. | Function | Year 1 | Year 2 | Year 3 | Total Amount |
|----------|--|--------|--------|--------|--------------|
| 1 | SMS Alert Services | | | | |
| A | One Time Implementation Cost* | | | | |
| B | SMS Alert Services ATS Cost** | | | | |
| C | SMS Alert Services - Additional Customization Cost** | | | | |
| 2 | SMS Charges** | | | | |
| 3 | Code Rent Charges** | | | | |
| | Total Cost of Ownership (TCO) = (1) + (2) + (3) | | | | |

- i All the prices of this document should flow correctly from the respective sheets
- ii The total cost should flow from the individual sheets within this annexure
- iii ***One Time Implementation Cost** will be inclusive of all the taxes, duties, license fees, and demurrage charges etc., incurred until delivery of the services to OICL. However, Octroi / local levies (if any), in respect of transaction between OICL and bidder, will be reimbursed by OICL, on submission of proof of actual transaction. If there is any reduction in duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to OICL.
- iv ****SMS Alert Services ATS Cost, SMS Alert Services – Additional Customization Cost, SMS Charges and Code Rent Charges** exclusive of all the taxes
- v The Bidder is responsible for all the arithmetic computation & price flows. OICL is not responsible for any errors in computation by the bidder.

1 SMS Alert Services

((One Time Implementation Cost) + (SMS Alert Services ATS Cost) + (SMS Alert Services - Additional Customization Cost))



A One Time Implementation Cost

| S.No. | Software Modules | Product name & version | License Type | Year 1 | | | Year 2 | | | Year 3 | | | Total for 3 years |
|---|-------------------------------------|---|--|--------|------------|-----------------|--------|------------|-----------------|--------|------------|-----------------|-------------------|
| | | | | Unit | Rate (INR) | Total Amt (INR) | Unit | Rate (INR) | Total Amt (INR) | Unit | Rate (INR) | Total Amt (INR) | |
| A. | One Time Implementation Cost | Bidder to fill in the details of the proposed product Name & version | (Bidder to fill the type of license proposed) | | | | | | | | | | |
| 1 | One Time Implementation Cost* | | | | | | | | | | | | |
| 2 | any other , please specify | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| Sub- Total SMS Alert Services One Time Implementation cost (A) | | | | | | | | | | | | | |

B SMS Alert Services ATS Cost

| S.No. | Software Modules | Product name & version | License Type | Year 1 | | | Year 2 | | | Year 3 | | | Total for 3 years |
|---|---|---|--|--------|------------|-----------------|--------|------------|-----------------|--------|------------|-----------------|-------------------|
| | | | | Unit | Rate (INR) | Total Amt (INR) | Unit | Rate (INR) | Total Amt (INR) | Unit | Rate (INR) | Total Amt (INR) | |
| B. | SMS Alert Services ATS Cost | Bidder to fill in the details of the proposed product Name & version | (Bidder to fill the type of license proposed) | | | | | | | | | | |
| 1 | Annual Support Cost, Per Year, (after Successful implementation) ** | | | | | | | | | | | | |
| | any other , please specify | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| Sub- Total SMS Alert Services ATS Cost (B) | | | | | | | | | | | | | |



C SMS Alert Services - Additional Customization Cost

| S.No. | SMS Alert Services | | Man-Days effort | Per Man-Day Cost | Customization Cost | | Total for 3 years |
|--|---|--|-----------------|------------------|--------------------|--|-------------------|
| 1 | Blended rate for functional requirements not mentioned as mandatory in Appendix 1: Functional and Technical Specifications and any Additional Customization that is not part of the current RFP. The commercial for this line item will be part of the TCO calculation. The cost for 200 man-days. ** | | 200 | | | | |
| Sub- Total SMS Alert Services Additional Customization Cost (C) | | | | | | | |

2 SMS Charges**

| S.No. | SMS Priority | Description (Domestic / International) | Time Frames | Per SMS Cost | Multiplying Factor | Total Cost |
|--------------------|----------------|--|-------------------|--------------|--------------------|------------|
| | | | | (A) | (B) | (A*B) |
| a | Priority 1 SMS | Domestic | Within 30 seconds | | 2,000,000 | |
| b | Priority 2 SMS | Domestic | Within 4 minutes | | 7,000,000 | |
| c | Priority 3 SMS | Domestic | Within 2 hours | | 1,000,000 | |
| Total Cost (a+b+c) | | | | | | |



3 Code Rent Charges (Total (Part A) +Total (Part B))**

PART A

| S.No. | Software Module | Product Name & version | Year 1 | | | Year 2 | | | Year 3 | | | Total for 3 years |
|-----------|--|--|--------|------------|--------------------|--------|------------|--------------------|--------|------------|--------------------|-------------------|
| | | | Unit | Rate (INR) | Total Amount (INR) | Unit | Rate (INR) | Total Amount (INR) | Unit | Rate (INR) | Total Amount (INR) | |
| | Code Rent Charges | Bidder to fill in the details of the proposed product Name & version | | | | | | | | | | |
| 1 | Key words - Yearly Rent (This rate will be applicable for any additional key words during contract period) | | 10 | | | 10 | | | 10 | | | |
| 2 | Any Other , Please specify | | | | | | | | | | | |
| Total (A) | | | | | | | | | | | | |

PART B

(OICL may decide to opt for, the commercial for this line item will be part of the TCO calculation.)

| S.No. | Software Module | Product Name & version | Year 1 | | | Year 2 | | | Year 3 | | | Total for 3 years |
|-----------|---|--|--------|------------|--------------------|--------|------------|--------------------|--------|------------|--------------------|-------------------|
| | | | Unit | Rate (INR) | Total Amount (INR) | Unit | Rate (INR) | Total Amount (INR) | Unit | Rate (INR) | Total Amount (INR) | |
| | Code Rent Charges | Bidder to fill in the details of the proposed product Name & version | | | | | | | | | | |
| 1 | Generic Five digit Short code - Yearly Rent | | 1 | | | 1 | | | 1 | | | |
| 2 | Long Code - Yearly Rent | | 1 | | | 1 | | | 1 | | | |
| 3 | Long Code - Per SMS Cost beyond the monthly package limit | | 1000 | | | 1000 | | | 1000 | | | |
| 4 | Any Other , Please specify | | | | | | | | | | | |
| Total (B) | | | | | | | | | | | | |