

The Oriental Insurance Company Limited
RFP for Selection of Vendor for SMS Services
vide Tender No. OICL/HO/ITD/SMS/2021/02 dated 28/05/2021
Pre-Bid Query Replies

S.No.	Page #	Point/ Section #	Existing Clause	Query Sought	OICL's Remarks
1	59	13.9 Annexure 9: Contract Form	-	This annexure has to be submitted by L1 bidder after getting the contract?	All Bidders are required to submit contract form on their letterhead as compliance to format provided in the RFP. Final Contract will be signed with the L1 bidder on Stamp Paper
2	67	13.11 Annexure 11: Integrity Pact	-	The text in this annexure is not formatted. Please share the text with proper spacing between words.	Formatted version of Integrity Pact is shared along with replies
3	-	General Query	-	Is payment of Caution Money, on GeM portal, mandatory for OICL bid submission?	This fee refers to the cost that Bidder needs to incur for registration on gem portal and is not associate with any payment to OICL.
4	-	General Query	-	Do we need to submit hard copy of any document(s)?	No
5	35	9.3 Commercial Evaluation	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.	Is there any Reverse Auction Process or it's a close BID?	Please refer Section 9.3: Commercial Evaluation of the RFP
6	17	Other In-Scope Services	1. The successful bidder is expected to ensure that functionalities currently being used by OICL or being envisaged by OICL as per tender document are made available.	For New Vendor How much time OICL will give to go live along with the all the requested services . PUSH / PULL SMS services. For PULL already OICL having the VMN / Shorts codes so how they will transfer all the details or new only needs to procure by the new vendor.	There will be no transfer of short codes. Responsibility for procurement of short code lies with the Bidder.
7	21	6.8 Payment Terms	Quarterly in arrears : SMS Charges / Rent for Key Words / Rent for Generic Five-digit at the end of each quarter Short code / Other Cost	Is it possible to make a Payment terms on MONTHLY basis (30 to 45 days) instead of Quaterly. We are saying such coz operator charging us monthly basis . Our reports you will get real time daily basis and monthly basis as well with all the delivered / undelivered format along with undelivered reasons so if payments terms get from Monthly then it will be great. Also Monthly to monthly basis all we can keep close eyes on service performance instead of doing it on Quartelry.	Please be guided by Section 6.8: Payment Terms

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8	38	11 Service Levels and Penalties	Push type SMS Alerts	All penalties on each of the parameters of grid should to be considered on 90% of total SMS being sent as sometimes deliveries get impacted due to many external/uncontrollable factors. *External/uncontrollable factors include reasons which are beyond control of Service Provider like Absent Subscriber, Invalid Subscriber, Calls barred, etc.	Please be guided by Section 11: Service Levels and Penalties
9	25	7.12 Confidentiality	Confidentiality	Kindly consider to make this clause mutual as we will also be sharing our commercial & other technical specifications during the bidding process which are confidential to us	Please be guided by Clause 7.12: Confidentiality
10	65	Indemnity	9.Indemnity	Kindly consider to make this clause mutual as we would also need Indemnity for content to be pushed .	Please be guided by Clause 7.6: Indemnity
11	41	Part A: SMS Charges	12.1 Appendix 1: Bill of Material	According to latest TRAI guidelines, DLT charges are applicable additionally on submission now. Please add field for capturing DLT charges (on submission) in commercial section seperatley .	Please be guided by the format provided in Appendix 1: Bill of Material
12	21	6.8 Payment Terms	Terms of Payment	There are uncontrollable factors due to which exception on billing on delivery is required . Eg: Delivery of SMS from Telco (GSM/CDMA) network to handset, Message retries if not delivered, e.g. phone switched off, Inbox full, Roaming, etc. In these cases the latency of the message delivery is increased. Also, no error code is received from the operator in this case. , Barring all network and radio errors. (like : out of network area/handset switched off, memory full, inbox full, invalid numbers, etc.), SMS not delivered in case of Absent Subscriber, Etc.	Please be guided by Section 6.8: Payment Terms
13	35	Selection L1	Selection Process	Please share decision criteria for L1 bidder as different line items would be quoted separately by different bidders. How will OICL select the lowest bidder, please help us with formula	Please refer Section 9.3: Commercial Evaluation of the RFP

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14	21	6.8	6.8 Payment Terms	We would request you for monthly payments - 30 days cycle	Please be guided by Section 6.8: Payment Terms
15	23	7.3	7.3 Compliance	Kindly consider the clause to be mutual as we would also need compliance assurance for <u>Customer's content from our Customers.</u>	Please be guided by Clause 7.3: Compliance
16	24	7.6	Indemnity	Kindly consider the clause to be mutual as we would also need Indemnity for content breach.	Please be guided by Clause 7.6: Indemnity
17	25	7.12	Confidentiality	Kindly consider to make this clause mutual as we would also be sharing our confidential <u>Information.</u>	Please be guided by Clause 7.12: Confidentiality
18	26	7.13	Liquidated Damages If the Bidder fails to meet the Project Timelines as per Section 5.1, 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 and invoke	As we are providing cloud based solution, hence this clause is not applicable to us. Hence requesting you to please modify the same.	Please be guided by Clause 7.13: Liquidated Damages

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19	26	7.14	<p>Termination for Default</p> <p>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:</p> <p>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</p> <p>b. If the Bidder fails to perform any other obligation(s) under the contract</p> <p>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</p>	Need clarification	Please be guided by Clause 7.14: Termination for Default
20	27	7.17	Termination for Convenience	Kindly consider to pay the amount due till such termination	Please be guided by Clause 7.17: Termination for Convenience
21	29	7.22	7.22 Prices	Kindly allow to revise the price in case of increase in regulatory/statutory charges	Please be guided by the format provided in Appendix 1: Bill of Material
22	29	7.27	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	Kindly consider to reduce this to one year contract value.	Please be guided by Clause 7.27: Limitation of Liability
23	38	11	Push Type SMS Alerts	Please note that certain SMS are not delivered to the handset due to user/user-operator network. Hence, these are not in our control. Request you to please consider the same while levying the penalty. Please refer to the next tab in excel sheet for details on Controllable and Uncontrollable factors	Please be guided by Section 11: Service Levels and Penalties

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24	18	5.1 Project Timeline	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.	As discussed, we can do UAT within 2 weeks from the day we get all prerequisites for the deployment. Below clarifications would be required. 1. Type of traffic. 2. Volume per day max. 3. Application logs and Backup required for the number of days. 4. Who will bear the cost of infra? 5. How many days OICL will test our services once we arrange UAT setup. 6. What are the services OICL want to test in UAT (Outgoing SMS/incoming SMS/OTP SMS/Email	Bidder is to provide SMS Services on a Service based model. Additionally, details pertaining to Approx. number of SMS per year is provided in the RFP
25	13	Eligibility Criteria, Pt.2	The Bidder should have had a minimum turnover of Rs.3 crores(Rupees Three Crores) in each of the last three financial years (2017-2018, 2018-2019, and 2019-2020)	Can we submit a CA certificate on turnover for FY20-21?	Please be guided by Section 4: Eligibility Criteria
26	13	Eligibility Criteria, Pt.3	The Bidder should have a positive Net-Worth in each of the last three financial years (2017-2018, 2018-2019, and 2019-2020)	Can we submit a CA certificate on the networth for FY 20-21?	Please be guided by Section 4: Eligibility Criteria
27	35	Pt.35	All eligible bidders will be required to make presentations. 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 OICL may result in rejection of the proposal.	Do we need to upload the Technical presentation during Bid Submission?	No
28	43	S.No.1	Key words - Yearly Rent (This rate will be applicable for any additional key words during contract period	Please explain the term additional keywords ?	Term is self-explanatory
29	15	Section 5 (12) (13)	Dynamic (numeric as well as alphanumeric) sender Ids should be supported for SMSs. Sender ID allotted by the bidder, should be unique to OICL and should not be allotted to any other client for the duration of the contract. Bidder is required to submit a declaration for the same.	As, per TRAI Regulations, Sender Ids are allotted by the telecom operators on the basis of documents and detailed provided by Sender (OICL) on payment of respective charges. Bidder can only assist in registering the same in name of IOCL.	Statement is self explanatory. Bidder will be required to provide end to end support and assistance to OICL.

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30	16	Section 5 (27) (28)	The solution should have the ability to send long messages. These messages exceeding character limit should be delivered as a single message on receiver's handset, unless there is dependency of the same on the receiver's handset. The character length of one SMS in case of message being sent in English shall be a minimum of 160 characters and minimum of 70 characters in case of Hindi or any other regional language.	Please note that 160 characters is maximum character limit for SMS as per direction of telecom operators. The Bidder is capable of sending the SMS exceeding the character limit as one single SMS. But the SMS sent as single message shall be charged separately as two or more SMS based on the number of characters.	Yes, your understanding is correct.
31	21	Section 6.8	Payment Terms 1) SMS Charges - Quarterly in arrears 2) SMS Cost for Long Code (beyond the monthly package limit for Long code) - Monthly in arrears (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.)	Please confirm the time period for the payment upon issue of respective invoices.	Please be guided by Section 6.8: Payment Terms

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32	24	Section 7.6	Indemnity	<p>Please add Indemnity obligations of OICL with respect to content and consent. Suggested clause is as under:</p> <p>"OICL hereby indemnifies and shall always keep indemnified the Bidder and its director(s), officers, employees, associate(s), etc., from and against all or any claims, damages, risks, losses, liabilities, obligations, costs, expenses, including but not limited to the reasonable legal fees and expenses, arising out of or relating to the Content in any manner whatsoever, including but not limited to the following – (i) for infringement of copyrights or any other intellectual property rights of any third party or person and consequences (legal) arisen or likely to arise from the use of such Content as provided by OICL to the Bidder under the Services; (ii) for offensive, violent, discriminatory, or otherwise illegal Content or if the Content is contrary to the law of the land or Applicable Law or is prohibited by law or terms of this Agreement; (iii) any claims, demands, complaints or issues raised by End Users or any regulatory authority or telecom operator in regard to the Content, Consent or the communication.</p>	Please be guided by Clause 7.6: Indemnity
33	28	Section 7.22	<p>Prices</p> <p>The prices quoted (as mentioned in Appendix 1- Bill of Material 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.</p>	<p>There may be imposition of new charges as per regulatory guidelines or increase in some statutory taxes, which might need to be pass on to OICL and prices will escalate accordingly. Please include necessary provision.</p>	Please be guided by the format provided in Appendix 1: Bill of Material
34	29	Section 7.27	<p>Limitation of Liability</p> <p>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.</p>	<p>It is requested to limit the liability to 6 months revenue under the contract.</p>	Please be guided by Clause 7.27: Limitation of Liability

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35	42	Appendix 1: Part B	Cost of any Additional Customization that is not part of the current RFP. The commercial for this line item will be part of the TCO calculation (within 100 Man-Days)	Any future customization has been capped to 100 Man Days. 1) Man Days is not defined. Please ensure defining the same. 2) The actual number of Man Days will depend upon the customization required and accordingly it is requested not to put a maximum cap	1. 100 Man-Days are defined in Table B 2. Yes. The actual number of Man Days will depend upon the customization required. Hence, Bidder to note that this is just a rate card and rates mentioned in Customization table will be applicable for the entire contract duration.
36	16	Section 5, Clause 20	Bidder to ensure that customers receive a Welcome message upon registration for SMS alerts	we would like some clarity	Statement is self explanatory
37	16	Section 5, Clause 31	Bidder should provision for providing interface to monitor the performance, i.e. OICL requires an interface in the SMS Solution of the bidder for OICL's Staff to monitor the status, performance, SLA Compliance and for generation of Report etc.	we would like some clarity	Statement is self explanatory
38	16	Section 5, Clause 31	OICL will not be responsible for providing any component/ tool/ utilities etc. All components are to be factored in by the Bidder as part of their commercial proposal. This includes Bidder giving access to its software solution for sending SMSes. Additionally, no hardware is required to be provisioned at OICL's premise.	we would like some clarity	Statement is self explanatory
39	13	5	The bidder should have completed at least three projects (in India) based on Short Messaging Service on mobile phones in the last 3 years as on the date of the tender. Of the three projects, at least 1 projects should have been completed in <u>BESL in India</u>	We shall furnish PO/WO from customers which multi-year contracts and such contracts are either complete or are already implemented, ongoing and more than one year of service is completed.	Ongoing projects will be considered
40	15	5.5	Bidder has to provide easy to remember codes (long code/short code/) for use to OICL. These codes should be easily memorable and accessible through all telecom operators on 24*7*365 basis. 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	Please suggest if existing long/short codes in service can be used. Bidder shall bear the rental cost.	No. It is the responsibility of the Bidder to procure long codes/ short codes as per the terms of the RFP

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41	16	24	Bidder should provide the flexibility to OICL to modify the time limit for delivery of all types of messages	Please note that reduction in time limit of delivery of messages shall have price implications and affect the SLA therefore we request to strike-off this clause.	Please be guided by the RFP
42	17	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 invoking of related damage clauses as specified in Terms and Conditions.	Future performance of existing vendor/OEM can not be guaranteed/predicted. Since SLAa are responsibility of the bidder, please allow felixibility to select vendors / OEMs as long as SLAs are adhered to.	Please be guided by the RFP
43	20	6.6	Within 15 days after the receipt of Notification of Award from OICL, the Bidder shall furnish performance security to OICL as per Annexure - 4, which shall be equal to 3 percent (3%) of the value of the contract - valid till date of expiry of contract period in the form of a bank guarantee from a nationalized/ scheduled bank as per the norms laid by the RBI.	Please confirm that performance security to OICL as per Annexure - 4, which shall be equal to 3 percent (3%) of the annualised value of the contract.	Please be guided by Clause 6.6: Performance Security
44	21	1 to 9	3 . No payment will be made for Rejected/ DND/ Invalid SMSs	We request OICL to not apply any penalty on the occasions when the phone number itself is invalid. Also we request OICL to exclude from penalty clause & payment may be made for SMSes non-delivered due to: Inbox full, International Roaming, Mobile Number blacklisted, Mobile Switched Off, Out of coverage range.	Please be guided by Section 6.8: Payment Terms
45	21	1 to 9	8. Bidder is required to raise Invoices along with detailed reports on the daily count of SMSs delivered with a clear bifurcation of successful, unsuccessful and split messages.	Please allow submittal of detailed reports on monthly basis.	Please be guided by Section 6.8: Payment Terms
46	22	--	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	We request OICL to allow payments within 30 (thirty) days of invoicing in every month.	Please be guided by Section 6.8: Payment Terms

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47	35	4	Past Experience	We shall furnish PO/WO from customers which multi-year contracts and such contracts are either complete or are already implemented, ongoing and more than one year of service is completed	Ongoing projects will be considered
48	--	--	DLT Charges	Pleas clarify treatment of DLT charges.	Please be guided by the format provided in Appendix 1: Bill of Material
49	--	--	General	Tender Fees	Payment of Tender Fees can be paid by Bidders through NEFT. NEFT Details are provided separately.